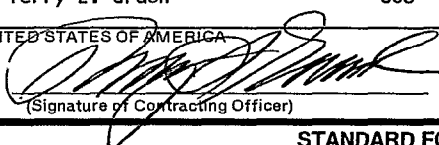


<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00001		3. EFFECTIVE DATE 12/03/97		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY PMRMA CONTRACTING TEAM ATTN: AMSCB-PCR ROCKY MOUNTAIN ARSENAL COMMERCE CITY CO 80022-1748 Tina L. Young		CODE DAAM02		7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00010596  FOSTER WHEELER ENVIRONMENTAL RMA DIVIS OF FOSTER WHEELER ENVIRONMENTAL CORP 143 UNION BLVD SUITE 1010 LAKEWOOD CO 80228-1824				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
				X		10A. MODIFICATION OF CONTRACT/ORDER NO. DAAM02-97-D-0012	
						10B. DATED (SEE ITEM 13) 05/23/97	
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)				Mod Obligated Amount US		\$0.00	
						EFT: T	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(X)		A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X		CHANGES					
		B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).					
		C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
		D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
PURPOSE OF THIS MODIFICATION: INCORPORATE BEST AND FINAL OFFER INTO CONTRACT							
A. As a result of Best and Final Offers, the contract DAAM02-97-D-0012 remains in effect, with the exception that the Best and Final Proposal dated 21 Oct 97 is incorporated in its entirety. This incorporation includes the following:							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10 are heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				Terry L. Grush C06			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY 		12/3/97	
				(Signature of Contracting Officer)			
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

SF 30 CONTINUATION SHEET

1) Exhibits A-1.a-8 through A-1.a-12 Fully Burdened Time & Material Labor rates for Foster Wheeler. These rates supersede rates identified on pages B-2 through B-11 of contract.

2) Exhibits A-1.b-8 through A-1.b-12 Fully Burdened Time & Material Labor rates for Brown & Root

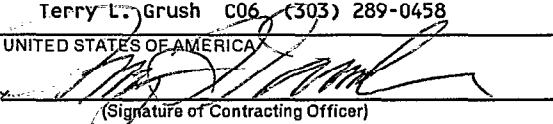
3) Solicitation Amendments 0001 through 0007 in their entirety

B. Date for receipt of all required contract deliverables is adjusted accordingly using the effective date of this modification (3 Dec 97).

C. Payment address of invoices is changed from Aberdeen,MD to:

Defense Finance & Accounting Service  
Rock Island Operating Location  
Attn: DFAS-RI-FPV (Bldg 68)  
Rock Island,IL 61299-8300

D. All other terms and conditions remain the same.

<b>AWARD / CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>S10</b>		PAGE OF PAGES <b>1   23</b>	
2. CONTRACT (Proc. Inst. Ident.) NO. <b>DAAM02-97-D-0012</b>		3. EFFECTIVE DATE <b>05/23/97</b>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. <b>W81R5U-6176-EA01</b>			
5. ISSUED BY CODE <b>DAAM02</b>  PMRMA CONTRACTING TEAM ATTN: AMSCB-PCR ROCKY MOUNTAIN ARSENAL COMMERCE CITY CO 80022-1748  Tina L. Young C02 (303) 289-0149		6. ADMINISTERED BY (If other than Item 5) CODE					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  FOSTER WHEELER ENVIRONMENTAL RMA DIVIS OF FOSTER WHEELER ENVIRONMENTAL CORP 143 UNION BLVD SUITE 1010 LAKEWOOD CO 80228-1824				Vendor ID: 00010596		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
				9. DISCOUNT FOR PROMPT PAYMENT  00.000% 00 Net 030			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM <b>5</b>	
CODE		FACILITY CODE					
11. SHIP TO/MARK FOR CODE REMEDIAL ACTION BRANCH A ATTN: AMCPM-RME-A ROCKY MOUNTAIN ARSENAL COMMERCE CITY CO 80022-1748		RME-A		12. PAYMENT WILL BE MADE BY CODE DFAS-APG, COMML. PMTS. DFAS-IN/EM-BJ-V, B-310 ABERDEEN PROVING GROUNDS MD 21005-5001		FPV	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA  Award Oblig Amt US\$ <b>0.00</b>			
15A. ITEM NO.	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See attached Schedule(s)  AMENDMENTS 0001,0002,0003 and 0004 ARE HEREBY INCORPORATED INTO CONTRACT						
				15G. TOTAL AMOUNT OF CONTRACT \$ <b>0.00</b>			
<b>16. TABLE OF CONTENTS</b>							
(X)	SEC.	DESCRIPTION	PAGE (S)	(X)	SEC.	DESCRIPTION	PAGE (S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	19
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	1	X	J	LIST OF ATTACHMENTS	1
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award / contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>DAAM02-96-R-0016</b> , including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award / contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER <b>Terry L. Grush C06 (303) 289-0458</b>			
19B. NAME OF CONTRACTOR  BY _____ (Signature of person authorized to sign)			19C. DATE SIGNED	20B. UNITED STATES OF AMERICA  BY  (Signature of Contracting Officer)		20C. DATE SIGNED <b>23 May 97</b>	

## SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER  
UNDER DPAS (15 CFR 700)

RATING

S10

PAGE OF PAGES

1

53

CONTRACT NO.	3. SOLICITATION NO. DAAM02-96-R-0016	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 11/27/96	6. REQUISITION/PURCHASE NO. W81RSU-6176-EA01
7. ISSUED BY PHRMA CONTRACTING TEAM ATTN: AMSCB-PCR ROCKY MOUNTAIN ARSENAL COMMERCE CITY CO 80022-1748		8. ADDRESS OFFER TO (If other than Item 7) CODE DAAM02		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**\*\*See Section L, Para L.L.3 SOLICITATION**

9. Sealed offers in original and \*\* copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BLDG 111, ROCKY MOUNTAIN ARSENAL, CO until 1400 local time 02/10/97 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Tina L. Young C02	B. TELEPHONE NO. (include area code) (NO COLLECT CALLS) (303) 289-0149
---------------------------	---------------------------------	---

## 11. TABLE OF CONTENTS

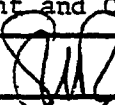
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	16
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	12	X	J	LIST OF ATTACHMENTS	1
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18
	F	DELIVERIES OR PERFORMANCE		X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	2	X	M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	11				

## OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated points, within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS
	%	%	%
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.
	0001	01/09/97	
	0002	01/21/97	

15A. NAME AND ADDRESS OF OFFEROR Foster Wheeler Environmental Rocky Mountain Arsenal Division of Foster Wheeler Env. Corp. 143 Union Blvd. Ste. 1010, Lakewood, CO 80228-1824	15B. TELEPHONE NO. (include area code) (201) 597-7100	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE. <input checked="" type="checkbox"/>	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Sam Box President and CEO	17. SIGNATURE 	18. DATE 2-10-97
---	--	--	---	--	---------------------

## AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE	26. UNITED STATES OF AMERICA
NAME OF CONTRACTING OFFICER (Type or Print)		(Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.

NSN 7540-01-152-8064  
PREVIOUS EDITION NOT USABLE

33-132

STANDARD FORM 11  
Prescribed by GSA  
FAR (48 CFR) 53.2-4

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 0007		3. EFFECTIVE DATE 11 Sep 97		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Contracting Office Building 129 Rocky Mountain Arsenal Commerce City, CO 80013 Tina L. Young				7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  ALL OFFERORS				9A. AMENDMENT OF SOLICITATION NO. DAAM02-96-R-0016 9B. DATED (SEE ITEM 11) X 27 Nov 96 10A. MODIFICATION OF CONTRACT/ORDER NO. 10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					

### 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods.

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified

### 12. ACCOUNTING AND APPROPRIATION DATA (If required)

### 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payment office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

### 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

A. Solicitation DAAM02-96-R-0016, Section M, remove Page 6 and replace with Section M, Page 6 attached hereto.

B. Date for receipt of responses remains 15 Sep 97.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. BY
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 9	
2. AMENDMENT/MODIFICATION NO. 0006		3. EFFECTIVE DATE 11 Aug 97		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Contracting Office Building 129 Rocky Mountain Arsenal Commerce City, CO 80022 Attn: Tina L. Young				7. ADMINISTERED BY (If other than Item 6) CODE			
ALL OFFERORS				9A. AMENDMENT OF SOLICITATION NO. X DAAM02-96-R-0016			
				9B. DATED (SEE ITEM 11) 27 Nov 96			
				10A. MODIFICATION OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  CODE FACILITY CODE							
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payment and appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).							
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where applicable)							
SEE ATTACHED							

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA  BY (Signature of Contracting Officer)	
15C. DATE SIGNED			

Memorandum of Determination  
Subject: Organizational Conflicts of Interest

Determinations:

1. I hereby determine that there are no organizational conflicts of interest or unfair competitive advantages arising out of any offerors' prior activities related to the various programs at Rocky Mountain Arsenal or the prior activity of any of their team members as identified in proposals submitted on or before 10 February 1997. Therefore, I determine that no offeror is disqualified from an award on RFP DAAM02-96-R-0016 nor is the Army required to take any mitigating action to make such award. Furthermore, it is my determination that Morrison Knudsen, which is Shell Oil Company's on-site support contractor and execution contractor for RMA, is disqualified from receipt of the PMC. This is due to the conflict of interest between the Army and Shell as Principal Responsible Parties under CERCLA, and due to its involvement in the RFP acquisition process. Also, Research Management Consultants Incorporated (RMCI), an 8(a) small business contractor, is disqualified from participation in the PMC due to its role in support for various PMRMA management projects under the "Program Integration and Quality Assurance" contract DAAM02-97-D-0002.

2. It is further determined that neither the awardee nor any team member or subcontractor for the awardee shall be eligible to perform the Records Management Support contract for RMA in order to insure the absolute integrity of the Record of the remedy for RMA.

Discussion:

3. FAR Subpart 9.5 addresses organizational conflicts of interest. FAR 9.505 General Rules in part states:

"Each individual contracting situation should be examined on the basis of its particular facts and the nature of the proposed contract. The exercise of common sense, good judgment, and sound discretion is required in ... the decision on whether a significant potential conflict exists ... the ... underlying principle ... (is) ... preventing unfair competitive advantage."

FAR section is 9.505-2(b)(1) reads in part:

"If a contractor prepares, or assists in preparing, a work statement to be used in competitively acquiring a system or services—or provides material leading directly, predictably, and without delay to such a work statement—that contractor may not supply

Memorandum of Determination  
Subject: Organizational Conflicts of Interest

the system, major components of the system, or the services unless-- . . . (iii) More than one contractor has been involved in preparing the work statement."

4. The Statement of Work (SOW) for the RFP calls for implementation of the Record of Decision (ROD) and incorporates it by reference. The SOW focuses only on the management effort required to accomplish the ROD selected remedy. As required by the ROD, the Remedial Design Implementation Schedule (RDIS) was developed to categorize and sequence the 31 implementation projects into an enforceable schedule. The RDIS was incorporated into the solicitation SOW by reference along with the ROD. Neither the SOW nor the RDIS were written by any offeror; they were written by Army, Shell, and Morrison Knudsen personnel. Foster Wheeler, as well as other contractors, did support the preparation of the ROD, as discussed below. No offeror (the term "offeror," as used throughout this memorandum, includes the prime offeror and all identified subcontractor team members) prepared any documentation relating to the management requirements of the PMC SOW. Furthermore, no offeror was involved in the planning or preparation of any of the strategy, selection plans, the Independent Government Cost Estimate (IGCE), or any other sensitive acquisition documentation for the RFP.

5. The ROD was developed for the Army as described below:

a. The Army participated in two activities leading up to the completion of the On-Post Record of Decision. Foster Wheeler Environmental (Foster), the Army contractor for preparation of the ROD, provided environmental technical support such as air monitoring, risk characterization, process equipment removal, a bio-treatability study, and prepared the ROD documentation in accordance with the contractual requirements.

b. The first activity was the settlement negotiations that involved the U.S. Environmental Protection Agency, Shell Oil Company, U.S. Fish and Wildlife Service, U.S. Army, the Colorado Department of Public Health and Environment, and stakeholders (local governments, citizens, interested organizations). These negotiations provided the direction and agreement necessary in order to complete the ROD documentation. The governmental entities were supported by contractors: EPA was supported by contractors; Shell Oil Company was supported by Morrison Knudsen; the Colorado Department of Public Health and Environment was supported by contractors; and the US Army was supported by Foster Wheeler. None of the above contractors, other than Foster Wheeler, were either offerors or subcontractors to offerors in this procurement.

c. Foster's role for this activity was to provide technical support to the Army negotiation team on the remedial action technologies being considered and negotiated based on the



Memorandum of Determination  
Subject: Organizational Conflicts of Interest

integrated endangerment assessment and feasibility study investigations conducted by numerous Army contractors, e.g., Foster Wheeler, Harding Lawson, Jacobs Engineering, Roy F. Weston, Woodward Clyde Federal Services, their subcontractors, as well as the Shell contractor (Morrison Knudsen) and its subcontractors. A Foster employee was assigned to the Army negotiation team and other technical staff from Foster provided technical backup to the negotiation team. The Foster responsibility was to provide support, in accordance with the contractual requirements, to the negotiation process for the technologies being considered. Foster Wheeler's technical support helped to develop a large number of documents, which although they do not directly affect this solicitation's requirements, are being made available to all offerors.

d. After the completion of the settlement negotiations, the Detailed Analysis of Alternatives (DAA) Report, was prepared as the final component of the Feasibility Study. The Proposed Plan, which summarized the Remedial Investigation, Endangerment Assessment and Feasibility Study, was prepared and provided for public review and comment. The finalization of both of these documents involved the participation of the Army, Shell, EPA, USFWS and Colorado, and their supporting contractors. Foster published both documents for the Parties.

e. The preparation of the ROD was then undertaken. A draft document was prepared by Foster in accordance with its understanding of the prior agreements. The draft was then used by the Army, Shell, EPA, USFWS and Colorado and their contractors to write the final version. Modification of the document was accomplished through equal participation by all the parties and their support contractors. The six-month process of writing the ROD involved a detailed assessment of all technical information and data, cost estimates, implementation durations, technical estimates (soil volumes, etc.), and other supporting information by Army, Shell, EPA, USFWS, the State of Colorado, and support contractors jointly for each remedial action considered by the ROD. This process was accomplished through the use of many technical meetings held each week with the Army, Shell, EPA, USFWS and the State of Colorado team. The detailed assessment scrutinized every assumption and element of technical data used in evaluating and selecting the remedy. This was essential in order to reach a consensus of the Army, Shell, EPA, USFWS and the State of Colorado team. Additionally, this approach resulted in a "check and balance" between the positions of the Principal Responsible Parties (Army and Shell) and the regulators (State and EPA) which resulted in the elimination of over or under estimating any assumptions, or giving unbalanced consideration to any technical data. Foster's role and responsibility was to provide technical input into the process as part of the Army team and to document the agreed upon decisions for incorporation into the ROD. Foster's ultimate responsibility was to publish the consensus ROD document, that each of those above parties had participated in creating.

Memorandum of Determination  
Subject: Organizational Conflicts of Interest

f. Subsequent to the finalization of the ROD, and prior to the signing of the ROD, the Army and Shell initiated an effort to evaluate the implementation of ROD remedies, the purpose of which was to establish a remediation schedule. No offeror was involved in this planning activity. This evaluation did consider the detailed assessment of data and information performed by all the parties in finalizing the ROD. The result of the Army / Shell effort was the Remedial Design and Implementation Schedule (RDIS) which was made a public document and appended to the ROD.

g. The project estimates prepared for the Detailed Analysis of Alternatives (DAA) were for project costs, and did not include separate management estimates. Management costs were factored into the DAA estimates, but they represented a figure directed by the Army. The figure was the cost for operating the entire Program Manager for Rocky Mountain Arsenal organization. At the time the DAA was prepared (the final version is dated October 1995), it was assumed that total project management would be performed by the Army's Program Manager. All significant documentation concerning the remediation effort was in final or near final form when the decision to contract for the management of the effort was made in June 1996. Therefore, no PMC-style management estimates were prepared by Foster Wheeler or any other offeror at any time.

h. As set forth above, the development of the ROD involved a large number of contractors and other entities. The ROD did not address management methods or techniques. While the SOW calls for implementation of the ROD, it focuses only on the management effort required to do so. As part of the ROD process the RDIS was developed, which categorizes and sequences the 31 projects into an enforceable schedule. The RDIS, along with the ROD, was incorporated into the solicitation. Neither the SOW nor the RDIS were written by any offeror; they were written by Army, Shell, and Morrison Knudsen. Irrespective of any offeror's prior or current contracts at RMA, the nature of the services being procured through the RFP, namely program management, gives it no unfair advantage over other offerors.

j. I believe that prior work on prior contracts at RMA gives no offeror unfair competitive advantage. This is particularly true of the ROD effort supported by Foster Wheeler. In addition, from the discussion above, it is clear that many contractors and other entities, both private and governmental, had input to the Final Human Health Exposure Assessment for RMA, September 1990; Final Remedial Investigation Summary Report, January 1992; Final Development and Screening of Alternatives Report, December 1992; Final Human Health Exposure Assessment Addendum for RMA, December 1992; Final Integrated Endangerment Assessment/Risk Characterization Report, July 1994; and the Final Detailed Analysis of Alternatives Report, October 1995. All of these documents led to the ROD, which was in its final stages in March - May 1996, and signed in June 1996. I believe no offeror falls within the coverage of FAR 9.505-

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2(b)(1) since no offeror was involved in the preparation of the SOW for the PMC, or otherwise had any opportunity to obtain sensitive information not available to other offerors or to shape the procurement of management services under this solicitation so as to create a position to favor its capabilities. However, even if the work of Foster Wheeler were covered by FAR 9.505-2(b)(1), the exception (iii) to FAR 9.505-2(b)(1) applies, because more than one contractor has been involved in the effort, and therefore no OCI or unfair competitive advantage exists.

6. We have reviewed each offeror and its identified team members and have determined that no proposing team has any unfair competitive advantage or a conflict of interest which would disqualify it from being part of an awardee's team. All teams have had access to documentation of the activities at RMA through public sources and the Rocky Technical Information Center (RTIC). Several offerors and their team members have familiarity with RMA under existing and past contract work. However, with the PMC strategy, which was a radical departure from that anticipated in the past, it was determined that such involvement was of little help in proposing on the PMC, because the past effort focused only on the remediation rather than the management of the remediation, and because all significant remediation documents were available to all offerors. Preparing an offer for the PMC would require demonstrating management abilities, past management performance, safety records, and so forth. Each offeror is discussed briefly below:

a. Foster Wheeler as an entity has had a relatively short term of experience at RMA. The firm Ebasco Incorporated held contracts from about 1984 through 1993, performing a number of environmental studies, analyses and construction of the basin F wastepile. At that time the environmental division was spun off as Enserch Environmental Corporation. In October 1994, it was acquired by Foster Wheeler. Foster Wheeler performed contract work from October 1994 through the present, including the contract for support of the Army's preparation of the ROD and other environmental projects such as the air monitoring program and risk assessments.

b. BPF, Inc. has not performed any work at RMA, although its proposal included support from a firm which has long provided audit and program consulting services for the Program Manager.

c. Jacobs Engineering has performed contracts at RMA from 1991 in which they performed a pilot structures demolition project and prepared an implementation document for disposing of old production equipment. Jacobs held a contract at RMA at the time of the Advanced Planning Briefing for Industry and continues to hold a contract at the present time for facilities maintenance, construction, logistics and motor pool operations. In addition, one of its team members for the PMC has performed work at RMA for the Fish and Wildlife Service in support of wildlife issues.

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d. Fluor Daniel performed contract work from 1991 to 1995 for the EPA on the interim response action for Basin F liquids, and the Submerged Quench Incinerator project. One subcontract team member for the PMC performed environmental contract work at RMA from 1992 to 1995 for Shell Oil on the same interim response action.

e. Bechtel has not performed any work at RMA; however, several of its subcontractor team members for the PMC have performed environmental contract support at RMA including work on contaminated aquifer reports, surface water management, environmental studies, database management and the chemical analysis program.

f. Stone & Webster (Stone) has not performed any work at RMA; however, some of its subcontractor team members for the PMC have performed environmental contract support at RMA including waste management and water management support. In addition Stone has received support from prior RMA employees.

g. CH2M Hill has not performed any work at RMA; however, two of its subcontractor team members for the PMC have performed significant environmental contract support at RMA, including pilot studies, design, aquifer studies, hazardous waste management, and facilities and infrastructure maintenance. In addition one of its team members has prior RMA managerial employees on its staff.

7. In performing the review of information that lead to this decision, I or members of my team have, among other things, considered all prior Foster Wheeler (and predecessor) contracts, their SOWs and lists of documents developed under those contracts. No member of the team found any suggestion that Foster Wheeler's prior experience at RMA granted it an unfair competitive advantage. The team also examined the IGCE and SOW for this solicitation and found no indication that either was derived from Foster Wheeler's prior work in any direct, predictable manner, and without delay, such as to suggest Foster Wheeler would have an unfair competitive advantage or such that there might be conflicting roles that could bias the contractor's judgment.

a. In particular, no Foster Wheeler cost estimate, or cost estimate of any offeror or offeror's team member, was ever used in the IGCE. Any belief to the contrary is based on a misunderstanding or misperception of information communicated to them by the Government. The lump sum management cost figure which Foster Wheeler was directed by the Government to use in the Detailed Analysis of Alternatives (as discussed in paragraph 5.g. above) bears no relationship to the IGCE prepared by the acquisition team for the PMC solicitation. None of the DAA costs, including the management portion, meet the definition of source selection information in FAR 3.104-4(k). More importantly, this information could not possibly serve any value to Foster Wheeler in the preparation of its proposal under the PMC solicitation, and it is

Memorandum of Determination  
Subject: Organizational Conflicts of Interest

information available to all offerors in any event. Therefore, this information could not give Foster Wheeler an unfair competitive advantage, and did not create a conflict of interest.

b. The Government is not aware of any hidden "cushion" in any cost estimate prepared by Foster Wheeler concerning this remediation effort, or any other information that might give Foster Wheeler an unfair competitive advantage. I am confident that had such a "cushion" existed it would have been exposed and removed by the detailed reviews performed by the State, EPA, Shell or the Army, and their support contractors during the DAA and ROD development process.

c. Foster Wheeler's participation in the drafting of the ROD is clearly not tantamount to drafting the PMC's SOW. Such a conclusion that the ROD is the SOW would be factually and legally baseless. Factually, the ROD is not the PMC's SOW. The ROD is a public document arrived at through the participation of many federal and state agencies, as well as several private contractors. The ROD is a comprehensive description of many possible remediation efforts for RMA. The PMC's SOW, on the other hand, concerns management of the remediation efforts described in the ROD. More importantly, drafting of the ROD did not lead directly, predictably, and without delay to inclusion of the ROD in the PMC SOW. At the time the ROD was drafted, the Government had not yet decided as to how to proceed with management of remediation efforts at RMA, and in fact expected to conduct the management of the effort itself. The decision to compete and award a program management contract was made in June 1996, at about the time the ROD was signed, but well after the work on the ROD was completed. Furthermore, the awardee of the PMC will not be allowed to perform the actual remediation work. The remediation effort must be undertaken by subcontractors to the awardee, and the contract has been structured as a time and materials contract with no fee earned on material (the subcontracted field work) so that the PMC awardee cannot benefit by manipulating the effort to its own advantage.

d. Foster Wheeler never received source selection information for this competition, and never received any other offeror's proprietary information. For this competition, RMA has ensured the security of all source selection and proprietary information. Thus, there is no basis to find a conflict of interest or unfair competitive advantage on these grounds.

e. To the extent that Foster Wheeler may have some advantage because of its prior contracts at RMA, I find that this advantage is similar to the type of advantage enjoyed by any incumbent contractor, and in particular, such an advantage is not unfair as defined by procurement statutes and regulations. Furthermore, Foster Wheeler's knowledge of operations at RMA was not meaningfully different from that of most other offerors' teams.

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Subject: Organizational Conflicts of Interest

8. The Government has already released all documentation it has in its possession that it believes is either necessary or helpful in preparing proposals for this solicitation. Nevertheless, if any offeror believes that further documentation is desirable, I request that the offeror identify that documentation as soon as possible, and I will attempt to make it available in the RTIC. Due to the size of some documents it may not be possible to provide copies to all offerors at Government expense. In particular, the MCASES database and Primavera Schedule will be made available, although the Government does not believe that either of these documents is either necessary or desirable in creating proposals for the PMC effort. I also warn that much of the information which has not yet been released is in draft form and may be inaccurate or misleading. Offerors consider all such information at their own risk. I expect this release of information to eliminate even the perception of any organizational conflict of interest (OCI).

9. In summary, it is my finding that many offerors and their team members have had a prior association with the operation and environmental clean-up at RMA. It is my opinion, and that of the supporting acquisition team, that no offeror has any competitive advantage in preparing its PMC offer because of information it may have had access to on prior contracts or from general information growing out of its association with RMA. The RFP requires the offerors to propose a capable management organization, not the execution of the 31 implementation projects. No prior contract efforts or the ROD address management of the remedy or any particular design approach to implementation of the remediation provided for in the ROD. The management cost element of the ROD was a cost factor dictated by the government on an annual lump sum site-wide management cost basis. The fact that the PMC strategy was not decided upon until late spring 1996, after the ROD was finalized, further supports my position that no potential offeror has any unfair competitive advantage.



TERRY L. GRUSH  
Contracting Officer

August 11, 1997

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES <div style="text-align: right;">7 29</div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0005</div>		3. EFFECTIVE DATE <div style="text-align: center;">25 JULY 97</div>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY Contracting Office Building 129 Rocky Mountain Arsenal Commerce City, CO 80022 Attn: Tina L. Young		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
ALL OFFERORS				8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO. <div style="text-align: center;">X DAAM02-96-R-0016</div>	
						9B. DATED (SEE ITEM 11) <div style="text-align: center;">27 Nov 96</div>	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by separate letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. <input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in price, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). <input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where appropriate)							

**SEE ATTACHED**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

AMENDMENT 0005 HEREBY REOPENS SOLICITATION DAAM02-96-R-0016 TO ALL EVALUATED OFFERORS PARTICIPATING IN PHASE II. THE PERFORMANCE OF CONTRACT DAAM02-96-D-0012 IS ON "HOLD" PENDING THE RESULTS OF BEST AND FINAL OFFERS WHICH WILL BE REQUESTED AT A LATER DATE. THE FOLLOWING CHANGES ARE HEREBY INCORPORATED INTO AND MADE A PART OF THIS SOLICITATION.

A. Remove and replace the following pages:

	<b>REMOVE</b>	<b>REPLACE</b>
Section H	Pages 6 thru 11	Pages 6 thru 11
Section L	Pages 5 thru 21	Pages 5 thru 19
Section M	Pages 1 thru 6	Pages 1 thru 6
	Cost Model Disk	Revised Cost Model Disk

B. The acceptance period for proposals shall be a minimum of 120 days from the due date of Best and Final Offers (BAFOs). All revisions or changes submitted in response to the request for BAFOs shall be submitted with the same limitations as required in Section L.

C. No response is required to this amendment. Acknowledgement of this amendment will be required at the time of submittal of BAFOs.

D. The Government reserves its right to perform an audit at any time during the contract period.



<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1 12	
2. AMENDMENT/MODIFICATION NO. 0004		3. EFFECTIVE DATE 05/14/97		4. REQUISITION/PURCHASE REQ. NO. W81R5U-6176-EA01		5. PROJECT NO. (If applicable)	
6. ISSUED BY PMRMA CONTRACTING TEAM ATTN: AMSCB-PCR ROCKY MOUNTAIN ARSENAL COMMERCE CITY CO 80022-1748 Tina L. Young		CODE DAAM02		7. ADMINISTERED BY (If other than Item 6)		CODE	
TO ALL OFFERORS				<input checked="" type="checkbox"/> X  X		9A. AMENDMENT OF SOLICITATION NO. DAAM02-96-R-0016	
						9B. DATED (SEE ITEM 11) 11/27/96	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED (SEE ITEM 13)	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		Vendor ID: 00000997					
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).							
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SOLICITATION DAAM02-96-R-0016 IS HEREBY AMENDED AS CITED BELOW AND INCLUDES ALL ATTACHMENTS.							
A. INFORMATION TO OFFERORS LETTER IS HEREBY INCORPORATED AS ATTACHMENT 01.							
B. REMOVE SECTION E IN ITS ENTIRETY AND REPLACE WITH ATTACHMENT 02 SECTION E.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY (Signature of Contracting Officer)			

SF 30 CONTINUATION SHEET

C. REMOVE SECTION H IN ITS ENTIRETY AND REPLACE WITH ATTACHMENT 03,  
SECTION H.

D. IN SECTION I, MAKE THE FOLLOWING CHANGES WHICH WILL BE INCORPORATED AT  
CONTRACT AWARD.

ADD: 52.232-7 PAYMENTS UNDER TIME AND MATERIALS(T&M) AND LABOR HOUR  
CONTRACTS

52.243-3 CHANGES TIME AND MATERIALS OR LABOR HOUR

52.244-3 SUBCONTRACTS (T & M AND LABOR HOUR CONTRACTS)

52.249-6 (ALTERNATE V) TERMINATION COST REIMBURSEMENT

DELETE: 52.216-7 (ALTERNATE I) ALLOWABLE COST AND PAYMENT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

52.236-18 WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION  
CONTRACTS

52.243-2 CHANGES - COST REIMBURSEMENT

52.244-2 SUBCONTRACTS (COST REIMBURSEMENT & LETTER CONTRACTS)

52.249-6 (ALTERNATE I) TERMINATION COST REIMBURSEMENT

THE FOLLOWING FAR CLAUSES ARE ADDED FOR THE PURPOSE OF FLOW DOWN TO  
SUBCONTRACTS AS DEEMED NECESSARY.

52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -  
PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)

E. ADD THE FOLLOWING TO THE SOLICITATION, ATTACHMENT 03, STATEMENT OF  
WORK:

PAGE 3, PARAGRAPH 1.2.2:

"ONLY THE KO AND THE COR, AS DETAILED IN THE COR LETTER OF  
APPOINTMENT, SHALL HAVE THE AUTHORITY TO DIRECT PERFORMANCE OF THE  
CONTRACTOR."

PAGE 3, PARAGRAPH 2.1.2. FIFTH SENTENCE:

"AND TO APPROVAL OF ANY NEW REPLACEMENTS."

F. ADD THE FOLLOWING TO THE SOLICITATION, ATTACHMENT 09 GOVERNMENT  
FURNISHED PROPERTY, PAGE 1:

"OFFICE SPACE WILL BE PROVIDED WITH ALL NECESSARY UTILITIES."

G. WRITTEN ACKNOWLEDGEMENT OF THIS AMENDMENT IS DUE NO LATER THAN  
12:00 NOON 19 MAY 97. FAILURE TO RESPOND WITHIN THE TIME FRAME SET FORTH  
WILL BE INTERPRETED AS AFFIRMATION THAT THERE IS NO IMPACT TO YOUR  
PROPOSAL.

## INFORMATION TO ALL OFFERORS

Subject: Solicitation DAAM02-96-R-0016 Amendment 0004

We have found a statutory problem in making our solicitation/contract reflect commercial practices. The fixed percentage rate burden for direct PMC team labor costs results in a cost plus percent of cost contract system which is prohibited in government contracting. Below we describe a modification to the task order contract established in Amendment 0003 which will result in full statutory compliance.

We plan to award task orders in a modified time and material (T&M) format. Unlike the usual T&M instrument, the fee will be separated from the fixed labor rates and accumulated in the award fee pool; hence, we have a T&M award fee (T&M AF) instrument. You need to consider the ramifications of this change and determine if your cost proposal remains valid.

We intend to take your current proposal with its labor matrices, for the initial five year period, apply your proposed fixed burden percentage to the labor rates and add the proposed ODC dollar rate. The award fee pool will accumulate in the manner already set forth in the solicitation. These burdened labor rates will become the fixed contract rates for purposes of negotiation and award of T&M task order (T&M TO) for each year of the first five year period.

Materials not included in the ODC rate and subcontracted work will be direct costs (Material Costs) under the T&M task order instrument. All parts of the task order will be fully funded at time of task order award at the estimated cost of performance as the ceiling cost for the task order. The contract type and pricing arrangement now provided by the solicitation is a time and material award fee indefinite delivery/indefinite quantity task order (T&M AF ID/IQ TO) completion form contract. The task order for the PMC team is severable into one year tasks since the work is of a recurring nature (the first task will be for the approximately 4 months left in FY97; FY97 is the first year of the initial five year period).

The rates fixed for the first five year period will be renegotiated for subsequent five year period(s) as provided in the solicitation.

An example of a T&M task order coverage for a typical team member follows. Assume one of your construction engineer's actual wage is \$30 per hour, your fixed burden rate for this particular team member is 100%, your ODC rate is \$5 per hour, and your fee rate is \$5 per hour. The task order will show hours for one engineer at a fixed rate of \$65 per hour ( $\$30 + 100\% \text{ burden} = \$60$  plus \$5 per hour ODC payment per hour). There will also be a \$5 per hour contribution to the award fee pool. A payment schedule

showing the fixed rates will be included in the T&M task order for all personnel on the PMC team. Each year (or other appropriate time period) a new task order will be negotiated based on your fixed rates for the appropriate year as proposed. If you have proposed off-site subcontracted design work, these costs will be handled as a material cost with the exception that fee will accumulate on the professional hours as provided in section H.5.1 of the RFP.

We have carefully considered these changes in the contract type and their potential impact on the requirements and provisions of the solicitation and in particular on Sections L and M as they relate to your proposal and its evaluation. We see the use of the T&M task order to be as seamless as the originally contemplated cost plus award fee contract mechanism. It preserves our objective to achieve an incentivized, effective project management contract.

We have attached hereto revised sections of the solicitation which are necessary for the T&M instrument. We see no impact on your proposal or our evaluation thereof in the non-cost evaluation areas I through IV. In the evaluation Area V, you costed the construction management effort including labor categories on a yearly basis for the first five years and proposed fixed five year burden, ODC, and fee rates. If you need to revise your cost proposal due to the change in contract type please advise us in your acknowledgment of this Amendment 0004 of the amount of time you require to revise your cost proposal.

We request your written acknowledgment of this Amendment 0004 to the solicitation no later than **1200 Noon MDT 19 May 1997**. Facsimile is requested at the following phone number: 303-289-0251. Failure to acknowledge this amendment within the time frame set forth above will be interpreted as affirmation that you do not want to revise your proposal.

Sincerely,  
Terry L. Grush  
Contracting Officer

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE OF PAGES 1 13
2. AMENDMENT/MODIFICATION NO. 0003		3. EFFECTIVE DATE 05/02/97	4. REQUISITION/PURCHASE REQ. NO. W81R5U-6176-EA01		5. PROJECT NO. (if applicable)
6. ISSUED BY PHRMA CONTRACTING TEAM ATTN: AMSCB-PCR ROCKY MOUNTAIN ARSENAL COMMERCE CITY CO 80022-1748 Tina L. Young		CODE DAAM02	7. ADMINISTERED BY (if other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00000997          TO ALL OFFERORS			(X)	9A. AMENDMENT OF SOLICITATION NO. DAAM02-96-R-0016	
			X	9B. DATED (SEE ITEM 11) 11/27/96	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SOLICITATION DAAM02-96-R-0016 IS HEREBY AMENDED AS CITED BELOW AND INCLUDES ALL ATTACHMENTS.

A. REMOVE SECTION B IN ITS ENTIRETY AND REPLACE WITH ATTACHMENT 01 SECTION 8.

B. REMOVE SECTION H, PAGES 6 THRU 11 AND REPLACE WITH ATTACHMENT 02 SECTION H, PAGES 6 THROUGH 12.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

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C. SECTION I, THE FOLLOWING CLAUSES ARE HEREBY INCORPORATED IN FULL TEXT AND SHALL BE MADE PART OF THE CONTRACT AWARD.

FAR 52.216-0018 ORDERING (ATTACHMENT 03)

FAR 52.216-0019 ORDER LIMITATIONS (ATTACHMENT 04)

FAR 52.216-0022 INDEFINITE QUANTITY (ATTACHMENT 05)

D. THE ATTACHED "INFORMATION TO OFFERORS" LETTER IS HEREBY ATTACHED AND MADE PART OF THIS AMENDMENT 0003 (ATTACHMENT 06).

E. WRITTEN ACKNOWLEDGEMENT OF THIS AMENDMENT IS DUE NO LATER THAN 12:00 NOON MDT MONDAY, 5 MAY 97. FAILURE TO RESPOND WITHIN THE TIME FRAME SET FORTH ABOVE WILL BE INTERPRETED AS AFFIRMATION THAT THERE IS NO IMPACT TO YOUR PROPOSAL.



DEPARTMENT OF THE ARMY  
PROGRAM MANAGER FOR ROCKY MOUNTAIN ARSENAL  
COMMERCE CITY, COLORADO 80022-1748



REPLY TO  
ATTENTION OF:

INFORMATION TO ALL OFFERORS

2 May 97

Subject: Solicitation DAAM02-96-R-0016 Amendment 0003

Funding for the execution of the cleanup of Rocky Mountain Arsenal is appropriated by Congress annually to the Army in a funding line known as Environmental Restoration, Army (ER,A). The ER,A money is subsequently merged into other Army accounts in a manner consistent with the purposes for which the money will be expended and long standing accounting procedures of the Army. In the case of the PMC for the execution of the ROD the ER,A money is merged into Major Construction Army (MCA) and Operation and Maintenance Army (OMA) accounts. Under specific statutory direction for the ER,A appropriations, the merger into the other accounts is required and most importantly when the merger occurs, the ER,A money takes on virtually all the characteristics of the MCA or OMA money and is subject to all the statutory and regulatory restrictions of the MCA or OMA appropriations respectively.

We structured the PMC to closely reflect commercial contracting practices and to achieve a high degree of flexibility for the PMC to manage the cleanup effort in order to achieve maximal cost savings within in the limited annual funding available. The contract instrument set forth in the solicitation is a cost reimbursement award fee contract to be funded annually as appropriations become available. The contract requires development of an annual work plan which will be tailored to fit the yearly appropriation. This approach was adopted due to the impossibility to fully fund the PMC at time of award. Furthermore, the effort was viewed as a single non-severable project.

The Deputy General Counsel of the Army for Fiscal Law has now rendered a written opinion that our funding plans for the PMC amount to incremental funding. We can only incrementally fund with MCA or OMA money pursuant to specific statutory authority; no such specific statutory authority exists for the Army's environmental restoration programs. We will request through Army channels that special legislative authority be obtained to allow us the flexibility to incrementally fund the PMC.

The consequence of this opinion is to require us to change our contract from a non-severable contract for the entire effort into a task order contract wherein we will execute and fully fund task orders based on each year's annual work plan. The task orders will for the most part be a collection of fully funded severable and non-severable individual, though not independent, projects. The non-severable orders may be of multiple year duration. Any single apparently non-severable project which will exceed

DAAM02-96-R-0016 AMENDMENT 0003

ATTACHMENT 06

*Readiness is our Profession*



five years may have to be severed into phases due to the fact that the MCA and OMA appropriations cease to be available for disbursement after five years. We will have some flexibility to exceed the five years and other limitations on use of the annual appropriations through use of what is commonly referred to as the Special Account. This account is funded by Shell's contributions to the clean up in its position as a principal responsible party (PRP). Should we obtain the appropriate statutory authority to incrementally fund the PMC, we intend to modify the contract to return to the contractual and funding arrangements we initially contemplated.

We have carefully considered this change in the contract structure and its potential impact on the requirements and provisions of the solicitation and in particular of sections L and M as they relate to your proposal and its evaluation. It is our opinion that there is no impact. We see the use of tasks as the mechanism to fund the PMC to be as seamless as the originally contemplated incremental funding subject to appropriations approach. This constitutes only an administrative change to the annual work plan mechanism described in the solicitation. The possibility of funding discontinuities remains the same as does our ability to cover cost growths or other uncertainties with the Shell Account funding.

We see no impact on your proposal or our evaluation thereof in the non-cost evaluation areas I through IV. In evaluation area V you costed the construction management effort on a yearly basis for the first five years and proposed burden, ODC, and fee rates. We see no impact on any of these cost/pricing arrangements. A single fee pool will accumulate and will be evaluated and awarded as presently contemplated.

We have attached hereto revised Sections B, H, and I for the solicitation which will accommodate the changed contract instrument and funding mechanism. We request your written acknowledgment of Amendment 0003 to the solicitation no later than **12:00 Noon MDT, Monday, 5 May 1997**. Facsimile is requested at the following phone number: 303-289-0251. This acknowledgment must contain the following statement:

***Amendment 0003 requires no revisions to our proposal as submitted on or about 10 February 1997.***

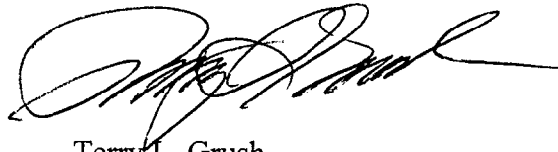
Or, in the alternative, you must explicitly state for our consideration where and why your proposal is impacted. **Do not** submit any revisions to your proposal until we expressly request revisions.

We intend to proceed promptly to selection and award unless we determine that there will be prejudice to you by not allowing you to revise your proposal.

Please be advised that only the contracting officer can make award and that verbal notification by any other individual does not constitute award.

Failure to respond within the time frame set forth above will be interpreted as affirmation that there is no impact to your proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Terry L. Grush', with a long horizontal flourish extending to the right.

Terry L. Grush  
Contracting Officer

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE 1	PAGE OF PAGES 1 28
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 01/21/97	4. REQUISITION/PURCHASE REQ. NO. W81R5U-6176-EA01	5. PROJECT NO. (If applicable)	
6. ISSUED BY PMRMA CONTRACTING TEAM ATTN: AMSCB-PCR ROCKY MOUNTAIN ARSENAL COMMERCE CITY CO 80022-1748 Tina L. Young		CODE DAAM02	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Vendor ID: 00000997  ALL OFFERORS			(X)	9A. AMENDMENT OF SOLICITATION NO. DAAM02-96-R-0016	
			X	9B. DATED (SEE ITEM 11) 11/27/96	
				10A. MODIFICATION OF CONTRACT/ORDER NO.	
				10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 2 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
	D. OTHER (Specify type of modification and authority)				
<b>E. IMPORTANT:</b> Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)					
NOTICE TO ALL OFFERORS					
Effective immediately, the following changes are hereby incorporated into Solicitation DAAM02-96-R-0016:					
A. Section I, Page I-2, Paragraph I.17 FAR 52.216-7 Allowable Cost and Payment, substitute the following Alternate I paragraph (b)(1)(iii) for paragraph (b)(1)(iii) of the basic clause:					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY (Signature of Contracting Officer)		

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"(iii) The amount of progress and other payments to the Contractor's subcontractors that either have been paid, or that the Contractor is required to pay pursuant to the clause of this contract entitled "Prompt Payment for Construction Contracts." Payments shall be made by cash, check, or other form of payment to the Contractor's subcontractors under similar cost standards."

B. Section K, Page K-5, Paragraph K.12 FAR 52.219-1 Small Business Program Representations (Oct 1995),(a)(2), change the Small Business Size Standard from \$13.5 Million to \$17 Million.

C. Remove Section L, Pages L-5 through L-21 and replace with the attached Section L, Pages L-5 through L-21.

D. Remove Section M in its entirety and replace with the attached Section M consisting of 6 pages.

E. Attachment 01, Page 2, delete the last item on the list, "Field Trailers."

F. Attached and considered part of this amendment 0002 is a revised cost model disc which shall supersede the disc provided at the issuance of the solicitation.

G. The following questions were addressed in Amendment 0001 but are hereby clarified and considered answered in their entirety.

No. 20. Please clarify past performance in Volumes I & II.

Answer: See the revised Sections L&M attached in this amendment 0002.

No. 35. What are the procedures if the PMC discovers ordinance?

Answer: If the PMC or its subcontractor discover ordinance during remediation, the contractor will immediately implement the Program Manager for Rocky Mountain Arsenal Emergency Response Integrated Contingency Plan. The contractor will secure the area and notify the PMRMAR Fire Dept. The PMRMAR Fire Dept. will notify the PMRMAR Law Enforcement who will notify the Installation On-Scene Commander. The PMC or its subcontractor will not be required to remove discovered ordinance.

No. 79. Is the understanding that the Award Fee Pool is calculated on all anticipated allowable contractor costs, including remediation subcontractors, but applied on the hourly fee rate proposed and awarded consistent with the approved Award Fee Plan correct?

Answer: No. The formula for accruing the award fee pool is based on direct labor hours incurred as described in Section H.5.1. However, the

baseline for determining the applicable limitations of fee is the total cost of the contract, including all remediation costs. Failure to propose a fee rate applied to direct labor hours as described in Section L may render your proposal non-responsive unless you submit a "no-fee" proposal.

No. 99. Change the answer cited in Amendment 0001 to correct the FAR cite from DFAR 252.246-5 to read FAR 52.246-5 Inspection of Services which is located in Section E of the solicitation.

No. 106. Correct the FAR cite in the answer from FAR 15.409-2 to read FAR 16.404-2 Cost Plus-Award-Fee Contracts.

H. Due to the change of Paragraph M.M.5.4 Performance Risk, amendments will be allowed for submittals to Volume II, if offeror feels changes are necessary. This amendment shall not exceed 10 pages and is due on 10 Feb 97 with the submittal of the remaining volumes of the proposal.

I. The attached pages are questions with answers received based on Amendment 0001 issued 9 Jan 97. It is hereby requested that any remaining questions regarding the solicitation DAAM02-96-R-0016 be submitted to the Contracting Officer no later than 31 Jan 97. This is necessary to ensure adequate response time by the Contracting Officer prior to submission date of proposals.

J. The date for receipt of Volume II remains 22 Jan 97 (see paragraph H above) and date for submittal of complete proposal remains 10 Feb 97.

K. All other terms and conditions not addressed in this amendment remain the same.

Solicitation DAAM02-96-R-0016 Amendment 0002 Questions and Answers

01. To the extent that Foster Wheeler is working on the Site-Wide Implementation Plan and RDIS schedules and estimates, what portion of that information will be made available to other bidders?

Answer: The RDIS was provided to all prime offerors on 11 Jan 97 at the Preproposal Conference.

02. Will PMRMA provide the five year projections for the annual construction cost estimates.

Answer: See Question 47 of Amendment 0001

03. Reference is made to page H-7, Para h.5.1 Does the term "subcontractor" in the second sentence refer to team subcontractors only or does it include competitively procured design subcontractors as well?

Answer: It includes competitively procured design subcontractors.

04. What is the contractual authority of the RVO in providing direction to the PMC? Is the PMC's day-to-day interaction with the RVO, PMRMA, or both?

Answer: The RVO has technical oversight of the PMC. The Contracting Officer has contractual authority of the PMC.

05. Is the PMC responsible for obtaining the RCRA permit for the landfill?

Answer: The PMRMA has already obtained a CAMU designation form the State of Colorado and will also obtain a Certificate of Designation form Adams County. No additional permits are envisioned for the landfill.

06. Do separate estimates exist for timber, steel, masonry, etc. that represent quantities in structures to be demolished?

Answer: Yes

07. Reference Section L, para L.L.5.1.3. Please elaborate on what is meant by the phrase "special standards of responsibility."

Answer: See FAR 9.104-2

08. Based upon Questions 3 & 4 of Amendment 0001, is it correct to interpret that the early start projects should not be incorporated into any mobilization and staffing plans?

Answer: Yes, that is a correct interpretation.

09. Please clarify Q/A 21 & 73 whereby the \$10M threshold for projects demonstrating project experience was to be eliminated by Amendment 0001 to the solicitation; however, the text of Section L.L.6 was not revised by Amendment 0001.

Answer: Sections L.L.6 has been corrected to eliminate the \$10M threshold.

10. Q/A 80 indicates that the small business size standard would be revised to \$17M to conform to SIC 1629, however, K.12 has not been revised.

Answer: Section K.12 has been revised to \$17 Million.

11. Please clarify the second and third sentences of H.3 (Burden Rates). We interpret the intent to be:

- A singular, separate, company-specific burden rate may be applied by each contractor and each team member performing work, including design labor/engineering, at RMA.

- A different singular, separate, company-specific burden rate, which would apply to all off-site locations, may be applied by each contractor and each team member who performs design labor/engineering or, with RVO approval, other work at contractor/team member (home office) facilities (i.e. not at RMA).

- The appropriate burden rate will be consistently applied, based on the specific company/team member and work assignment location (on-site vs. Off-site), to all personnel of each specific contractor or team member at that location.

Is this interpretation correct?

Answer: Yes, the interpretation is correct.

12. RE: L.L.8.5.2.1.f (Column 10): The instructions for the input to this column require that overtime premiums be expressed "as a percentage over and above the straight time labor rate." The government provided disc, containing exhibit B-1 PMC Staffing Matrix, has this column formatted for a dollar amount input.

Which is correct, the written instructions or the format of the disc. If the written instructions are correct, are we authorized to modify the format of the model?

Answer: The written instructions are correct therefore any modifications necessary of the model will be accepted.

13. Reference Amendment 0001, Q108. Please clarify whether the “Engineering Management” staff discussed in Question 108 should be priced as part of the WBS element 1.0 Program Management or WBS element 2.0 Design Engineering.

Answer: It is at the offeror’s discretion as long as it corresponds with the organization chart required.



[illegible]

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

**NOTICE TO ALL OFFERORS:**

A. REMOVE THE FOLLOWING PAGES AND REPLACE WITH THE ATTACHED PAGES WHICH SHALL BE INCORPORATED INTO SOLICITATION DAAM02-96-R-0016 PER THIS AMENDMENT.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

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REMOVE		REPLACE WITH	
SECTION	PAGES	SECTION	PAGES
B	B-1	B	B-1
E	E-1	E	E-1
H	H6-H11	H	H6 THRU H11
I	ALL	I	I1 THRU I16
K	ALL	K	K1 THRU K15
L	ALL	L	L1 THRU L21
M	ALL	M	M1 THRU M6
ATTACH 03	ALL	ATTACH 03	1 THRU 12

B. THE CLOSING DATE FOR RECEIPT OF OFFERORS REMAINS 10 FEB 97 AND THE DATE FOR RECEIPT OF VOLUME 2 PERFORMANCE RISK IS DUE 22 JAN 97.

C. THE ATTACHED QUESTIONS AND ANSWERS ARE HEREBY INCORPORATED AND MADE A PART OF THIS AMENDMENT.

# **ROCKY MOUNTAIN ARSENAL PROGRAM MANAGEMENT CONTRACT**

## **Executive Summary**

This executive summary describes a significant Department of Army (Army) procurement for a Program Management Contract (PMC) to execute the Record of Decision (ROD) for the On-Post Operable Unit at Rocky Mountain Arsenal (RMA), Commerce City, Colorado. The Army expects this procurement action to achieve the following objectives: (1) increased competition and cost effectiveness through the use of innovation, commercial practices and industry involvement; (2) continual improvement in safety and health performance, schedules and costs and (3) accomplishment of the RMA ROD that facilitates the transition to the Rocky Mountain Arsenal National Wildlife Refuge (Refuge).

### **- Program Management Contract Concept**

To achieve these objectives, and to satisfy the requirements set forth in the statement of work (SOW), the Army is seeking the best management and technical expertise available in the nation. Therefore, the Army requires an integrating contractor to exhibit excellence in safety, innovation, cost effectiveness, and high quality performance to achieve the Army's remediation requirements and obligations.

The Army believes that these objectives can best be achieved through execution of a contract with a business entity which will be responsible for integration and management of the RMA ROD remediation projects. This may be any legal form of business arrangement including a lead integrating company supported by teamed subcontractors named in the proposal (the combined proposing team is referred to as the Program Management Contractor (Contractor)).

### **- Statement of Work**

The SOW for this contract is results-oriented and performance based. It focuses on the Army's required objectives to execute the RMA ROD. Innovation, commercial practices, performance based sub-contracting, acceleration of schedules through economies and efficiencies, and achieving program goals are required. The SOW is categorized into six major areas of management responsibilities:

- Engineering Management
- Procurement Management
- Construction and Demolition Management
- Site-Wide Integration Management
- Administrative Management

**- Site Support Management**

**- Certification of Remedy Completion**

Certification of remedy completion from the U.S. Environmental Protection Agency (EPA) and/or the State of Colorado is of paramount importance to the Army. The Contractor shall operate a program that complies with all ROD requirements, design specifications and applicable regulator comments to ensure that certification of remedy completion is obtained upon the Army's first request.

**- Safety First**

Safety performance is a major prerequisite for this contract and it must be a core value of the Contractor that is ingrained throughout its organization. This core value must also flow down to all subcontractors. There should be no difference between the contractor's corporate safety philosophy and the actual safety performance practiced by each employee in the field.

**- Annual Work Plan**

The Annual Work Plan (AWP) will be the primary vehicle for forecasting all the requirements planned for accomplishment in the upcoming fiscal year. An accurate, comprehensive AWP is vital to the budgeting process and to the efficient execution of the RMA ROD. The AWP, for the upcoming fiscal year, will include program objectives, milestones for identified projects, options for additional work, resource requirements and a review and analysis of the previous year's program.

**- Performance Incentives**

This SOW recognizes specific areas and requirements for incentivization for which the Army seeks continuous improvement. These areas may include, but not be limited to, safety performance, management, quality, exceeding schedule milestones, and cost savings.

Fee will be paid to the Contractor through an award fee pool. The contractor is encouraged to maintain an incentive plan that reflects a challenging and ambitious mechanism for managing performance of the RMA ROD-specified remedy. The contract shall be based upon a "pay for performance" concept providing for no base fee. The Contractor shall propose an incentive plan addressing how the Contractor will earn fee from the award fee pool. The specifics of this plan will be negotiated and incorporated into the contract post-award.

Restoration Data Management Information System (IRDMIS) designed and maintained by United States Army Toxic and Hazardous Materials Agency (USATHAMA); laboratory data produced from the testing of water, soil, biota, and air samples; data analysis packages (printouts and related documentation) supporting the data in the EDB; and Quality Assurance/Quality Control letters that certify the acceptability level of each laboratory sample report. This service will be made available to the contractor upon approval by the COR and the Information Systems Manager.

**Graphical Information System (GIS)** At Rocky Mountain Arsenal, ARC/Info is used for GIS functions to generate base maps, maps of contamination plumes, surface contours, etc. A collection of map images has been established which can be called up by all users on the network to produce custom maps. Specialized programs have been written in "C" and Windows to serve as a Graphical User Interface (GUI) to the Environmental Database. A combination of computer graphics and menus are used to guide the user through a data query. In addition to the ARC/Info, an interactive surface and three-dimensional volume modeling program, Dynamic Graphics, is being used. This software is useful in demonstrating the shape, size, concentration, and movement of contamination plumes. This service will be made available to the contractor upon approval by the COR and the Information Systems Manager.

**GIS Centralized Map Production** A centralized map production facility tied to the PMRMA Environmental Database provides the official data set which is used for map production. This service will be made available to the contractor upon approval by the COR and the Information Systems Manager.

SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS

NOTICE TO OFFERORS:

A.Consent to Subcontracts. With respect to the Contract Clause 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts), the following will apply: Notwithstanding any approved purchasing system of the PMC prime contractor, all proposed subcontracts expected to be valued at \$500,000 or more are subject to the Contracting Officer's written consent within the meaning of the clause.

B The Minimum Quantity to be awarded under this contract is One Task.  
The Maximum which may be awarded under this contract is \$1.2 Billion.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	PROGRAM MANAGEMENT CONTRACT SERVICES	1.00	JB	NSP	NSP

END OF SECTION B

**SECTION C**  
**DESCRIPTION/SPECS./WORK STATEMENT**

**STATEMENT OF WORK**

**FOR**

**PROGRAM MANAGEMENT CONTRACT**

**SOLICITATION DAAM02-96-R-0016**

**SEE ATTACHMENT 03 - STATEMENT OF WORK**

**END OF SECTION C**

SECTION D NOT USED



SECTION E  
INSPECTION AND ACCEPTANCE

- E.1    52.246-6    INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (JAN 1986)  
                      (Reference 46.306)
- E.2    52.246-12    INSPECTION OF CONSTRUCTION (AUG 1996)  
                      (Reference 46.312)
- E.3    52.246-13    INSPECTION--DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS  
                      (AUG 1996)  
                      (Reference 46.313)

END OF SECTION E

SECTION F NOT USED

SECTION G  
CONTRACT ADMINISTRATION DATA

G.1 Invoices (Services)

The contractor shall prepare and submit 5 copies of the invoice to the address listed below for certification of services performed:

Program Manager, Rocky Mountain Arsenal  
Contracting Team/ATTN: AMSCB-PCR  
Commerce City, CO 80022-1748

In conjunction, the contractor shall send the original invoice of copies cited above to the following address:

DFAS-APG, Commercial Accounts  
DFAS-IN/EM-BJ-V, Bldg. 310  
Aberdeen Proving Grounds, MD 21005-5001

NOTE: Payment on original invoice will not be made by DFAS Commercial Accounts until certification and approval of invoice is received by the Contracting Officer, Rocky Mountain Arsenal.

THE INVOICE SHALL CITE THE CONTRACT NUMBER (DAAM02-\_\_-\_\_-\_\_)  
FOR PROPER PAYMENT

The offeror shall indicate below the address to which payment should be mailed, if such address is different from that cited in Block 15A of the Standard Form 33, Solicitation, Offer, and Award.

Foster Wheeler Environmental Rocky Mountain Arsenal Division

P.O. Box 18320

Newark, NJ 07191-8320

G.2 ADDITIONAL INVOICE REQUIREMENTS

SECTION H  
SPECIAL CONTRACT REQUIREMENTS

H.1                      Rocky Mountain Arsenal (RMA) Consent Decree/Financial Manual

The following clause is intended to establish certain rights in the Government and Shell or their agents respecting the settlement of the RMA litigation and is intended to be coextensive with any similar rights the Government may have under any other clause of this solicitation/contract.

This clause is included in this contract to insure that the contract is performed in such a manner as to comply with the requirements of the Financial Manual signed by the United States and Shell Oil Company in the litigation between them regarding Rocky Mountain Arsenal. This clause shall not be construed to decrease any rights the Government may have under any other provisions of this contract. Any inconsistency between this clause and other provisions of this contract shall be resolved so as to minimize any loss the Government may sustain due to such inconsistency.

All special clauses relating to the Consent Decree and the Financial Manual shall be incorporated in all subcontracts at all tiers regardless of the type or subcontract or the pricing arrangement for the subcontract.

1. RMA DEFINITIONS

a. Cost documentation is defined as the contract with all modification, amendments, changes and orders placed on the contract and all documentation evidencing costs or charges incurred in performance of the contract. Such documentation shall, to the extent applicable, consist of labor distribution sheets, time and attendance cards, time sheets, purchase orders, requisition forms, contract with subcontracts, delivery orders, invoices, vouchers, travel orders, travel vouchers, receipts, expense statements, transfer vouchers, work orders, project orders, interoffice transfers, journal entries, labor and material overhead and general and administrative burdens, profits, and any other type of documentation generated on a regular basis or for performance of the contract which evidences the cost or price for contract performance.

b. Shell is defined as Shell Oil Company, Julius Hyman & Co., or Shell Chemical Corporation and their successors and assigns or divisions thereof or companies owned or controlled by them.

c. Consent Decree is defined as the Consent Decree agreed to by Shell and the United States and lodged with the court in "United States of America v. Shell Oil Company, Inc.", Civil Action No. 83-C-2386, and any amendments or modifications therein and specifically made a part thereof.

d. Financial Manual is defined as the operative document agreed upon by the Government and Shell which establishes the financial accounting and auditing procedures for costs and natural resource damages incurred at Rocky Mountain Arsenal.

## 2. RMA REVIEW AND AUDIT AND COPYING OF CONTRACTOR RECORDS

a. The Government and Shell shall have the right to jointly or independently review, audit and copy by any means the Cost Documentation of Contractor as permitted by the provisions of the Financial Manual. Reports of any such review and audit performed by the Government or Shell may be provided to the other. Government or Shell may exercise its rights using independent auditors provided said auditor execute a confidentiality agreement in favor of Contractor. Shell is obligated to treat all Cost Documentation as confidential information in accordance with Section 11A of the Financial Manual.

b. Cost Documentation may be disclosed to an independent mediator who shall be required by the terms of his employment contract to keep confidential all information acquired by him in accordance with Section 9D of the Financial Manual.

c. Review, audit and copying shall take place at the prime contractor's office for prime and subcontract Cost Documentation unless the parties involved in a particular action agree to other suitable arrangements. The Contractor shall provide adequate space for an atmosphere conducive to the conduct of review and audit and copying of the Cost Documentation. If Contractor Cost Documentation is on microfilm type media or magnetic media, the

Contractor shall provide access to equipment for reading the media at least equivalent to that utilized by itself or hard-copy at Contractor's option. Upon request, the Contractor shall also provide copies of all Contractor Cost Documentation as required by Section 11 of the Financial Manual.

### 3. RMA RETENTION OF RECORDS

The contractor shall retain all Cost Documentation for a period of not less than three and one-half years after submission of its final voucher for payment under the contract. If the contractor is notified by the Contracting Officer of a dispute between the Government and Shell concerning contract costs which requires retention of Cost Documentation by the contractor beyond the above period, the contractor shall continue to retain all Cost Documentation or such portions thereof as the Contracting Officer may direct and the contract shall be subject to an equitable adjustment. Government shall have the right to copy Cost Documentation and retain it at its own facilities.

### 4. FORM AND CREATION OF COST DOCUMENTATION

Unless specifically set forth as a requirement of this contract, Contractor is not required to create or maintain Cost Documentation in any particular form for this contract provided that the Cost Documentation is created and maintained in a manner consistent with its customary business practices or as otherwise required for a cost accounting system required for award of this contract.

### 5. FAILURE TO MAINTAIN COST DOCUMENTATION

The Contractor shall be liable to the Government for any costs and interest thereon which the Government is unable to collect from Shell in accordance with the Financial Manual due to the failure of the Contractor to maintain Cost Documentation as required by this contract. Said liability shall not be an allowable cost under this or any other Government contract or be reimbursable in whole or in part either directly or indirectly by the Government by any other means whatsoever.

### 6. RMA CONFIDENTIALITY PROVISIONS

a. The Contractor recognizes that, in order to facilitate the Contractor's performance of its obligation under the Contract, the Government may make available to the Contractor, or the Contractor may otherwise be exposed to, Confidential Information belonging to other entities working in conjunction with or providing services to the Government or Shell. The Contractor therefore agrees as follows:

(1) The Contractor shall treat all Confidential Information as highly confidential and shall not publish, divulge, disclose, or make known in any manner or to any extent not authorized by law any Confidential Information to third parties who have not executed a confidentiality agreement that contains the provisions of this Section. Shell or Government shall not be deemed to constitute third parties for purpose of this Section. The Contractor shall not disclose such Confidential Information for so long as it remains Confidential Information, except to such subcontractors and suppliers that have executed a confidentiality agreement which contains the provisions of this Section and only to the extent necessary to enable the subcontractor or supplier to fulfill its responsibilities under its contract with the Contractor.

(2) The Contractor shall disclose Confidential Information only to those of its officers and employees who require it in conjunction with the Contractor's performance of its obligations under this Contract.

(3) Under no circumstances shall the Contractor make any commercial use of Confidential Information, except in connection with the performance of this Contract for so long as such information remain Confidential Information, unless it first obtains written consent of the Government.

(4) Upon the request of the Government, or within a reasonable time after completion or termination of the Contract, the Contractor shall return or destroy, at the option of the Government, all documents in the Contractor's possession containing Confidential Information, whether or not prepared by the Contractor, except that the Contractor may retain one reproduction

of such documents for record-keeping purposes, provided the Contractor remains in compliance with the other requirements of the Section and that the Contractor secures such documents in a segregated file.

b. For purposes of this Section, "Confidential Information" means all records, reports, or information

(1) designated in accordance with Section 104(e)(7)(C) of CERCLA, 42 U.S.C. 9604(e)(7)(C); or,

(2) marked or stamped by the Government, Shell, or the Contractor, with the legend "Confidential Information"

that concerns or relates to the trade secrets, processes, operations, styles or work, or apparatus, or to the confidential statistical data, amount or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation, or association; and all other records, reports, or information that Shell or the Government is required by law or contract to maintain confidential.

c. The Contractor's obligation under this Section shall continue after completion or termination of this Contract, and shall remain in full force and effect for so long as Confidential Information remains Confidential Information.



## **Section H: Continued**

**H.2 ANNUAL WORK PLANS.** Since the work under this contract will be funded through annual appropriations, the Government is unable to accurately predict future funding levels. The Contracting Officer will notify the Contractor no later than April 30 of each year of the Government's best estimate of the available budget for the subsequent fiscal year. No later than June 30 the contractor shall prepare a work plan for the succeeding fiscal year based on these funding projections and present it to the Contracting Officer with sufficient estimates of cost and work detail to allow analysis and subsequent discussion of the plan, if necessary, and preparation and assignment of Task Orders for execution of the work. The contractor shall prepare a work plan for FY1998 within 60 days after the contracting officer notifies the contractor of the Government's best estimate of the available budget for FY1998. The contracting officer and contractor will agree on a work plan not later than 15 days after contractor's submittal of the FY1998 work plan. For FY1998 the Contracting Officer will make the estimate available upon award. The Contractor agrees to project its work plan as soon as practicable to facilitate agreement on a work plan. In addition, the Contractor shall provide on June 30 of each year an updated five-year projection which will set forth future plans for the next fiscal year and anticipated work for the successive four years. The first five-year projection shall be due no later than six months after award. The second year of the five-year plan must contain adequate detail to permit early performance of some components of the work in the event unanticipated funding becomes available, if the work in the current year is reprioritized, or if efficiencies of operation permit additional work within existing funding. The Contracting Officer and the Contractor will agree on a work plan no later than 15 days prior to the new fiscal year. In the event a mutually agreed to plan cannot be placed, the Contracting Officer reserves the right to unilaterally impose a plan.

**H.2.1 TASK ORDER ASSIGNMENT.** Task orders will be awarded by the contracting officer based upon the annual work plan developed pursuant to paragraph H.2 and the availability of funding.

**H.3 TIME AND MATERIAL RATES.** Task orders will be awarded in a modified time and material (T&M) format. Unlike the usual T&M instrument, the fee will be separated from the fixed labor rates and accumulated in the award fee pool as set forth in Section H.5.

**H.3.1 TIME.** The time portion of the T&M instrument will consist of fully burdened labor rates for each labor category. Each fully burdened labor rate shall include contractor expenses for: direct labor, fringe benefits, all applicable overhead and general & administrative expenses, other direct costs (as defined in Attachment 01 to Section J) The fixed contract rates will be used for purposes of negotiation and award of T&M task orders for each year of the first five years of the contract. The contractor will have the opportunity to renegotiate these rates every five years of the contract beginning in year six.

H.3.2 MATERIAL. Material not included in the ODC list (attachment 01 to Section J) and subcontracted remedy work will be considered material costs (cost reimbursable with no fee) under the T&M task order instrument.

H.4 OTHER DIRECT COSTS. The fully burdened labor rates proposed shall cover offeror expenses for all other direct costs identified in Attachment 01 to Section J. The Government will not pay for these ODC elements except through the fully burdened labor rates. All other direct costs not included in Attachment 01 shall be considered cost reimbursable with no fee (i.e., material portion of the T&M) subject to contracting officer approval.

H.5 CONTRACT TYPE. The contract is an Indefinite Delivery Indefinite Quantity Contract in accordance with FAR 16.504. Task orders issued under this contract will be on a time and materials basis, in accordance with FAR 16.601, incorporating performance-based award fee provisions as set forth in the task order with the intent that the Contractor will assume a greater "fee at risk" posture. The objective is to incentivize the Contractor for total quality performance of the remedy. Accordingly, the contract provides for no base fee. The task orders will for the most part be a collection of fully-funded non-severable individual, though not independent, projects which may be of multiple year duration.

H.5.1 The PMC award fee pool will accumulate according to the single fixed dollar-per-hour rate in the basic contract award. This dollar-per-hour fee pool rate will accumulate only on Contractor personnel performing work at Rocky Mountain Arsenal, all team member personnel performing work at Rocky Mountain Arsenal, and professional personnel (either prime or subcontractor) performing design engineering work under task orders in existence in a particular year or evaluation period. The fee pool shall be a single combined pool of all fees accumulating from task order performance. This fee pool represents the total available amount of fee which may be awarded in accordance with the award fee plan.

H.5.2 In keeping with the intent to reward performance, the Contractor and the Government shall agree to a incentive fee plan that maximizes reliance on performance-based objectives while eliminating base or fixed fees. Specific award fee plans will detail the criteria which will be used by an Award Fee Determining Official (AFDO) to assess the amount of fee earned during a period of one year. The fee plan will be negotiated following contract award for the initial Fiscal Year period, and it will be renegotiated yearly thereafter concurrent with the annual work plan. The annual fee plans will be in force only during the period of the respective annual work plan and they will be negotiated with the mutual goal of maximizing performance under the work plan. For Bearing task order work performed during any particular year or evaluation period will be used for purposes of feeding the fee pool.

H.5.3 While the Contract Type is Indefinite-Delivery Indefinite Quantity, the award fee plans shall consist of measurable performance components to the extent practicable, with a portion of the available fee allocated to each component. All components subject to incentivization must be

related to a specific contract requirement and for a defined period of time. The plan shall contain a Performance Evaluation Plan which will detail the areas of evaluation, the percentage of award fee allocated as available for the respective areas, and to the extent possible, criteria which will be considered by the AFDO and staff in assessing total contract performance.

H.5.4 If the parties are not able to agree upon an award fee plan or portion thereof, the Contracting Officer may unilaterally establish a plan prior to the performance period for a new annual work plan. The Contracting Officer reserves the right to initiate discussions or to unilaterally modify the award fee plan (but not the award fee pool accumulation structure) at any time due to changes in program requirements or objectives. Any unilateral modification to a fee plan shall be provided to the Contractor at least thirty (30) calendar days prior to its effective date, and in no event shall such change be made within sixty (60) days prior to the scheduled completion of any incentive milestone affected by the modification of the plan.

H.5.5 Award Fee Evaluation periods shall be semiannual based on the Government fiscal year. The first evaluation period shall end 30 March 1998.

H.5.6 The Contractor shall prepare a self assessment no later than 15 days after the end of the semi-annual evaluation period. This assessment will discuss the Contractor's view of any strengths or weaknesses in its performance during the evaluation period. When weaknesses or deficiencies are noted, the Contractor shall describe actions planned or taken to correct the deficiencies and to prevent recurrence. The AFDO will review the self assessment as part of the evaluation. The Contractor will not be penalized for a realistic self assessment, and the self-assessment will not be made available to individuals (other than the AFDO) who may serve as support staff to the AFDO.

H.5.7 The AFDO, with recommendations from a supporting evaluation board, will examine performance in accordance with the award fee plan and its performance evaluation plan. The AFDO, through the Contracting Officer, will present a preliminary award fee determination to the Contractor no later than 45 calendar days after the end of an evaluation period. The Contractor may review the determination, and at its option, discuss with the Contracting Officer and the AFDO specific portions of the findings. If the Contractor feels the determination in whole or in part does not reflect the quality of performance during the period, it may present such evidence as may support his position. The AFDO may consider the evidence and at his discretion modify the determination. However, under this contract, the determinations described in this paragraph are explicitly exempted from action under the "Disputes" clause of this contract, and the award fee determinations by the AFDO are final. Affording the Contractor the opportunity to review the AFDO's preliminary determination in no way divests the rights of the Government in this matter.

H.6 AGREEMENT TO NOT COMPETE. During the performance of this contract the Contractor and its team members specifically agree not to compete for or act as a subcontractor for projects generally defined as remediation work at Rocky Mountain Arsenal under this or any

other contract.

**H.7 ADJUSTMENTS TO TERMS AND CONDITIONS.** The parties agree that due to the prospective extended period of performance of this contract, the Contracting Officer may, on an annual basis, enter into negotiations to modify, add, or delete provisions of the contract for which statutory or regulatory prescriptions may change.

**H.8 PARTNERING.** The parties agree that it is in their mutual best interest to promote a long term partnering culture to achieve the goals of this contract. It is recognized that a firm commitment to foster early and effective communication, to anticipate potential problems, and to design a dispute resolution process will maximize the effectiveness of the resources available. The Remediation Venture Office (RVO), in cooperation with the Contracting Officer, and the Contractor agree to establish such mechanisms as may be appropriate to organize and institutionalize an active and ongoing dialogue which may cause both the RVO and the Contractor to examine and modify internal processes and structure; identify inefficiencies; and share planning information, experience, procedures and lessons learned.

**H.8.1** Any bilateral partnering agreement which may be executed will convey no legally enforceable rights or duties. Any changes to the contract must be made by the Contracting Officer under the terms of the written contract. Rather, a partnering agreement will be a team relationship that promotes the achievement of mutually beneficial goals.

**H.9 ALTERNATIVE DISPUTES REVIEW PROCESS.** Notwithstanding the expected effectiveness of the partnering to be fostered under the contract, the parties recognize that disputes or claims may arise during performance. In order to assist in the timely resolution of disputes or claims arising out of this project, the parties agree to establish an Alternative Disputes Review Process which may be invoked by the mutual agreement of the parties. When deemed mutually beneficial, a Disputes Review Board will consider disputes referred to it and will provide nonbinding recommendations to assist in the resolution of the differences between the parties. Specific procedures to be followed for disputes by the Disputes Review Board will be decided upon by the Government and the Contractor. Nothing in the procedures or actions of the Board shall limit the right of the parties to agree to any or all other alternate disputes review processes. At a minimum, the Board shall consist of one member selected by the RVO, one member selected by the Contractor, and a third mutually agreed to member. The costs for the salaries and travel for the RVO member and the Contractor member will be borne by the respective organizations; the cost of salary and travel for the third member will be shared equally by the RVO and the Contractor. The RVO will provide, at its expense, administrative and secretarial services and facilities. Failure to resolve a dispute through the alternative process does not negate the rights of the parties as described in the contract clause entitled "Disputes".

**H.10 BONDING.** There is no requirement for the PMC to bond its performance under this contract. However, fixed-price construction subcontracts over \$25,000 require the prime

Contractor to obtain from each of its construction subcontractors a payment bond in favor of the prime Contractor sufficient to pay labor and material costs and a performance bond in an equal amount if available at no additional cost.

H.10.1 Any rights of action under the performance bond shall only accrue to, and be for the exclusive use of, the obligee named in the bond.

H.10.2 In the event of default, the surety's liability on the performance bond is limited to the cost of completion of the contract work less the balance of unexpended funds. The liability shall not exceed the penal sum of the bond.

H.10.3 The surety shall not be liable for indemnification or compensation of the obligee for loss or liability arising from personal injury or property damage, even if the injury or damage was caused by a breach of the bonded contract.

H.10.4 Once it has taken action to meet its obligations under the bond, the surety receives any indemnification and identical standard of liability to which the Contractor was entitled under the contract or applicable laws and regulations.

H.11 INSURANCE. The following are the minimum levels of insurance required under this contract:

Worker's compensation and employer's liability	\$100,000
Automobile liability:	
Bodily injury	
per person	\$200,000
per occurrence	\$500,000
Property damage per occurrence	\$20,000

H.12 WAGE DETERMINATIONS. The preponderance of the work performed under this contract which is subject to labor wage determinations is construction, and will be subject to Davis-Bacon Prevailing Wage Determinations. For this reason, the contract is considered to be a construction type. It is likely that all of this labor will fall under subcontract. In addition, it is possible that a small amount of labor may be necessary which more properly will fall under Service Contract Act Determinations, also likely to be incurred under subcontract. Because of the expected length of this contract, a single Prevailing Wage Determination will not apply. Rather, each subcontract subject to a determination will be reviewed individually to assure that a current and proper wage determination is applied. The application of the appropriate Prevailing Wage Determination for each subcontract will be coordinated with the Contracting Officer. All

appropriate clauses applicable to construction or services shall apply as flowdown clauses. The Contractor shall maintain the weekly statements of compliance required for those subcontracts subject to the Copeland Act.

**H.13 NOTIFICATION OF POTENTIAL HAZARDOUS MATERIAL.** This procurement does not require the contractor to handle sensitive items or chemical surety materials. Contamination surveys in support of remediation designs may involved field sampling, packaging, shipment, and laboratory analysis of toxic and hazardous materials and their degradation products. Although the concentrations of these contaminants in water samples are expected to be very low (parts per million or less), high concentrations (percents) could be encountered in soil and sediment samples. For these reasons, due care must be exercised in handling the samples involved in this project to minimize the potential for accidents and personnel exposure to hazardous materials.

**H.14 KEY PERSONNEL.** Key personnel shall be dedicated to the PMC and are responsible for the following functional areas (1) project management, (2) safety and health, (3) construction management, (4) engineering management, (5) environmental compliance, (6) procurement, (7) quality, and (8) project controls.

**H.15 SUBCONTRACTING PLAN.** The subcontracting plan and any subsequent amendments are made a material part of the contract.

SECTION I  
CONTRACT CLAUSES

I.1    52.252-2            CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

(End of clause)

I.2    52.202-1            DEFINITIONS (OCT 1995)  
(Reference 2.201)

I.3    52.252-2            CLAUSES INCORPORATED BY REFERENCE (JUN 1988)  
(Reference 52.107(b))

I.4    52.203-3            GRATUITIES (APR 1984)  
(Reference 3.202)

I.5    52.203-5            COVENANT AGAINST CONTINGENT FEES (APR 1984)  
(Reference 3.404)

I.6    52.203-7            ANTI-KICKBACK PROCEDURES (JUL 1995)  
(Reference 3.502-3)

I.7    52.203-9            REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION  
(SEPT 1995)  
(Reference 3.104-10(b))

I.8    52.203-10           PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (SEP 1990)  
(Reference 3.104-10(c))

I.9    52.203-12           LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JAN  
1990)  
(Reference 3.808(b))

I.10   52.203-13           PROCUREMENT INTEGRITY--SERVICE CONTRACTING (SEP 1990)  
(Reference 3.104-10(d))

I.11   52.204-4            PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)  
(Reference 4.304)

I.12   52.209-6            PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS  
DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)  
(Reference 9.409(b))

1.13	52.215-2	AUDIT AND RECORDS--NEGOTIATION (AUG 1996) (Reference 15.106-1(b))
1.14	52.215-23	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1995) (Reference 15.804-8(b))
1.15	52.215-25	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1995) (Reference 15.804-8(d))
1.16	52.215-33	ORDER OF PRECEDENCE (JAN 1986) (Reference 15.406-3(b))
1.17	52.216-7	ALLOWABLE COST AND PAYMENT (AUG 1996) (Reference 16.307(a))
1.18	52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989) (Reference 17.208(g))
1.19	52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS (OCT 1995) (Reference 19.708(a))
1.20	52.219-9	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (AUG 1996) (Reference 19.708(b)(1))
1.21	52.222-3	CONVICT LABOR (AUG 1996) (Reference 22.202)
1.22	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 1995) (Reference 22.305)
1.23	52.222-6	DAVIS-BACON ACT (FEB 1995) (Reference 22.407(a)(1))
1.24	52.222-7	WITHHOLDING OF FUNDS (FEB 1988) (Reference 22.407(a)(2))



I.25	52.222-8	PAYROLLS AND BASIC RECORDS (FEB 1988) (Reference 22.407(a)(3))
I.26	52.222-9	APPRENTICES AND TRAINEES (FEB 1988) (Reference 22.407(a)(4))
I.27	52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988) (Reference 22.407(a)(5))
I.28	52.222-11	SUBCONTRACTS (LABOR STANDARDS) (FEB 1988) (Reference 22.407(a)(6))
I.29	52.222-12	CONTRACT TERMINATION--DEBARMENT (FEB 1988) (Reference 22.407(a)(7))
I.30	52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988) (Reference 22.407(a)(8))
I.31	52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988) (Reference 22.407(a)(9))
I.32	52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988) (Reference 22.407(a)(1))
I.33	52.222-16	APPROVAL OF WAGE RATES (FEB 1988) (Reference 22.407(b))
I.34	52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (APR 1984) (Reference 22.810(b))
I.35	52.222-26 I	EQUAL OPPORTUNITY (APR 1984)--ALTERNATE I (APR 1984) (Reference 22.810(e))
I.36	52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 1984) (Reference 22.810(f))
I.37	52.222-29	NOTIFICATION OF VISA DENIAL (APR 1984) (Reference 22.810(h))
I.38	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1984) (Reference 22.1308)

I.39	52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (APR 1984) (Reference 22.1408)
I.40	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1988) (Reference 22.1308(b))
I.41	52.223-2	CLEAN AIR AND WATER (APR 1984) (Reference 23.105(b))
I.42	52.223-6	DRUG-FREE WORKPLACE (JUL 1990) (Reference 23.505(b))
I.43	52.224-1	PRIVACY ACT NOTIFICATION (APR 1984) (Reference 24.104(a))
I.44	52.224-2	PRIVACY ACT (APR 1984) (Reference 24.104(b))
I.45	52.225-15	BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT (JAN 1996) (Reference 25.205(b)(1))
I.46	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (SEP 1996) (Reference 26.104)
I.47	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995) (Reference 27.201-2(a))
I.48	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996) (Reference 27.202-2)
I.49	52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984) (Reference 27.203-5)
I.50	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION (SEP 1989) (Reference 28.310)

1.51	52.230-2	COST ACCOUNTING STANDARDS (APR 1996) (Reference 30.201-4(a))
1.52	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (APR 1996) (Reference 30.201-4(d))
1.53	52.232-17	INTEREST (JUN 1996) (Reference 32.617(a)&())
1.54	52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) (Reference 32.705-1(b))
1.55	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) (Reference 32.806(a)(1))
1.56	52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAR 1994) (Reference 32.908(b))
1.57	52.233-1 I	DISPUTES (OCT 1995)--ALTERNATE I (DEC 1991) (Reference 33.215)
1.58	52.233-3 I	PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985) (Reference 33.106(b))
1.59	52.236-2	DIFFERING SITE CONDITIONS (APR 1984) (Reference 36.502)
1.60	52.236-5	MATERIAL AND WORKMANSHIP (APR 1984) (Reference 36.505)
1.61	52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991) (Reference 36.507)
1.62	52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT-CONSTRUCTION CONTRACTS (APR 1984) (Reference 36.518)
1.63	52.236-19	ORGANIZATION AND DIRECTION OF THE WORK (APR 1984) (Reference 36.519)
1.64	52.237-3	CONTINUITY OF SERVICES (JAN 1991) (Reference 37.110(c))

1.65	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) (Reference 42.802)
1.66	52.242-3	PENALTIES FOR UNALLOWABLE COSTS (OCT 1995) (Reference 42.709-6)
1.67	52.242-13	BANKRUPTCY (JUL 1995) (Reference 42.903)
1.68	52.243-2 III	CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE III (APR 1984) (Reference 43.205(b)(4))
1.69	52.243-7	NOTIFICATION OF CHANGES (APR 1984) (Reference 43.107)
1.70	52.244-2 I	SUBCONTRACTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (MAR 1996)-- ALTERNATE I (AUG 1996) (Reference 44.204(b))
1.71	52.244-5	COMPETITION IN SUBCONTRACTING (JAN 1996) (Reference 44.204(e))
1.72	52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984) (Reference 45.308-2)
1.73	52.249-6 I	TERMINATION (COST-REIMBURSEMENT) (SEP 1996)--ALTERNATE I (SEP 1996) (Reference 49.503(a)(2))
1.74	52.253-1	COMPUTER GENERATED FORMS (JAN 1991) (Reference 53.111)
1.75	252.203-7000	STATUTORY PROHIBITION ON COMPENSATION TO FORMER DEPARTMENT OF DEFENSE EMPLOYEES (NOV 1995) (Reference 03.170-4)
1.76	252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT (NOV 1995) (Reference 03.570-5)
1.77	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) (Reference 04.404-70(b))

I.78	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995) (Reference 09.103-70)
I.79	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 1994) (Reference 09.104-70)
I.80	252.209-7004	REPORTING OF COMMERCIAL TRANSACTIONS WITH THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 1994) (Reference 09.104-70)
I.81	252.211-7000	ACQUISITION STREAMLINING (DEC 1991) (Reference 11.002-70)
I.82	252.211-7001	AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (DEC 1991) (Reference 11.204(c))
I.83	252.215-7000	PRICING ADJUSTMENTS (DEC 1991) (Reference 15.804-8(1))
I.84	252.219-7003	SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APR 1996) (Reference 19.708)
I.85	252.219-7005	INCENTIVE FOR SUBCONTRACTING WITH SMALL BUSINESSES, SMALL DISADVANTAGED BUSINESSES, HISTORICALLY BLACK COLLEGES AND UNIVERSITIES, AND MINORITY INSTITUTIONS (NOV 1995) (Reference 19.708(c)(1))
I.86	252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995) (Reference 27.7103-6(a))
I.87	252.227-7016	RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995) (Reference 27.7103-6(e))
I.88	252.227-7022	GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979) (Reference 27.7107-1(a))

- I.89 252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (MAR 1979)  
(Reference 27.7107-1(b))
- I.90 252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (OCT 1988)  
(Reference 27.7103-6(f))
- I.91 252.227-7036 CERTIFICATION OF TECHNICAL DATA CONFORMITY (MAY 1987)  
(Reference 27.7103-6(e))
- I.92 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (NOV 1995)  
(Reference 27.7102-3(c))
- I.93 252.233-7000 CERTIFICATION OF CLAIMS AND REQUESTS FOR ADJUSTMENT OR RELIEF (MAY 1994)  
(Reference 33.7001-7)
- I.94 252.236-7005 AIRFIELD SAFETY PRECAUTIONS (DEC 1991)  
(Reference 36.570(b)(3))
- I.95 252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)  
(Reference 45.505-14)
- I.96 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of Chief, Contracting  
Office and shall not be binding until so approved.

(End of clause)

- I.97 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the  
overtime premium does not exceed zero or the overtime premium is paid for  
work--

(1) Necessary to cope with emergencies such as those resulting from  
accidents, natural disasters, breakdowns of production equipment, or  
occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in  
connection with administration, protection, transportation, maintenance,  
standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

I.98 52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986)

(a) Government-furnished property.

(1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the

Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the



Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property or use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the

liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) Upon loss or destruction of, or damage to, Government property provided under this contract, the Contractor shall so notify the Contracting Officer and shall communicate with the loss and salvage organization, if any, designated by the Contracting Officer. With the assistance of any such organization, the Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to

the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

(1) Any delay in delivery of Government-furnished property;

(2) Delivery of Government-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of Government-furnished property; or

(4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to

the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

I.99 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime Contractor to the Contracting Officer.

(End of clause)

I.100 252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

Joint Administrative Record and Document Facility (JARDF)

72nd and Quebec St.

Commerce City, CO 80022

Mon, Wed, Fri - 12:00 a.m. to 4:00 p.m.; Tues & Thurs. 5:00 pm. to 9:00 p.m.

(End of provision)

END OF SECTION I

SECTION J  
LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	PAGES
01	OTHER DIRECT COSTS LIST	2
02	GOVERNMENT PROPERTY IN POSSESSION OF CONTRACTORS	15
03	STATEMENT OF WORK	12
04	REMEDATION VENTURE OFFICE STRUCTURE	6
05 ***	SITE-WIDE IMPLEMENTATION PLAN (CONCEPTUAL DESIGN)	N/A
06 ***	FISH & WILDLIFE COMPREHENSIVE MANAGEMENT PLAN	N/A
07 ***	RECORD OF DECISION	N/A
08	COST MODEL (3 1/2" DATA DISK)	N/A
09	GOVERNMENT FURNISHED PROPERTY	3

\*\*\* THESE DOCUMENTS HAVE BEEN PREVIOUSLY PROVIDED TO ALL OFFERORS AND  
ARE CONSIDERED PART OF THIS SOLICITATION AND WILL BECOME OF THE  
CONTRACT AWARD DOCUMENT.

END OF SECTION J

**ATTACHMENT NUMBER 01**  
**OTHER DIRECT COSTS LIST**

**DAAM02-96-R-0016**



## **ODC ELEMENTS**

### **Local Travel Expenses:**

- Personal Automobile Mileage**
- Parking and Tolls**
- Miscellaneous**

### **Publishing Operations Services:**

- Reproduction / Fax**
- Blue / Black Prints**
- Offset Printing**
- Velum / Opaque**
- Direct Diazo Print**
- Bindery Services & Materials**

### **Communications Expenses:**

- Pagers**
- Field Pagers**
- Car / Cellular Phones**
- Other Communications Expenses**

### **Computer Services:**

- Computer Services - MSD Billings**
- Computer Services - CAD & EWS**
- Computer Services - 2D CAD**
- Computer Services - 3D CAD, AUTOCAD**
- Computer Services - 3D CAD, Intergraph**
- 3D CAD Plotting Costs, AUTOCAD**
- 3D CAD Plotting Costs, Intergraph**
- Computer Services - Outside**
- Computer Services - DMCS - Prime**
- Computer Services - VAX1 Billing**
- Computer Services - IWS**
- Computer Services - Installation and Maintenance**
- Computer Services - Hardware / Software**

**The basic office automation hardware platform at the Arsenal should meet the following criteria:**

- Pentium Processor**
- 16 Megabytes RAM**
- 1.0 gigabyte hard drive**
- Hardware should be capable of running Windows 95 and/or Windows NT operating systems**

## **ODC ELEMENTS (CONTINUED)**

**Postage Stamps Field & Office**  
**Pouch Service Field & Office**  
**Office Supplies at RMA**  
**Field Safety Supplies**  
**Substance Abuse Testing Program**

**Field Office Move**  
**Field Trailers**

**ATTACHMENT NUMBER 02**

**GOVERNMENT PROPERTY IN POSSESSION  
OF CONTRACTORS**

DAAM02-96-R-0016

**SECTION J**  
**ATTACHMENT 02**

**GOVERNMENT PROPERTY IN POSSESSION  
OF CONTRACTORS**

**1. GENERAL.**

**1.1 SCOPE OF WORK:** The contractor shall be responsible and accountable for all government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) sub-part 45.5. The contractor shall establish and maintain a system in accordance with (IAW) this attachment and FAR, sub-part 45.5 to control, protect, preserve, and maintain all government property. This system shall be in writing, cover the management of government property from acquisition through disposition, and be approved by the government Property Administrator (PA). **The contractor shall provide to the PA the draft property system procedure 30 days after contract award.** Performance shall be IAW objectives contained herein.

**2. DEFINITIONS.**

**2.1 Active Equipment:** That equipment in continuous or intermittent use to accomplish assigned mission/task.

**2.2 Calibration:** Comparison of an instrument (measurement standard or item of test, measurement, and diagnostic equipment) of unverified accuracy with an instrument of known or greater accuracy to detect and correct any discrepancy in the accuracy of the unverified instrument.

**2.3 Cannibalization:** The authorized removal of components from materiel/equipment designated for disposal. Cannibalization supplements supply operations by providing assets not immediately available through the supply system. Costs to cannibalize, urgency of need, and degradation to resale value of the end item should be considered in the determination to cannibalize.

**2.4 Contractor-Acquired Property:** Property acquired or otherwise provided by the contractor for performing a contract and to which the government has title.

**2.5 Construction/Engineer Equipment:** Equipment (i.e. graders, tractors, cranes, scrapers, drill rigs, etc.) used in the construction, maintenance, or destruction of railroads, roads, wells, structures.

**2.6 Contractor-operated Vehicles:** Government-owned motor vehicles, military or

commercial design, provided (either through government sources or lease) to contractors by the Department of the Army (DA) under terms of properly executed contracts and reclassified as "contractor-operated vehicles". This includes the commercial design vehicles acquired/leased by contractors from commercial sources.

**2.7 Controlled Exchange:** The removal of serviceable components from unserviceable economically reparable end items for immediate reuse in restoring a like item to a fully mission capable condition. The unserviceable component must be used to replace the serviceable component or retained with the end item that provided the serviceable component.

**2.8 Corrective Maintenance:** The reporting, initiating and performance of maintenance outside the scope of preventive maintenance (PM) which includes the following:

- a. Disclosure/reporting of deficiencies by operational personnel.
- b. Disclosure of deficiencies through PM/inspections.
- c. Initiating work orders with detailed assignments, guidance and fixed responsibility.
- d. Assuring deficiencies have been corrected.
- e. Recording work accomplished.
- f. Reporting the need for capital-type rehabilitation.
- g. Identifying the need for replacement.

**2.9 Deadlined Equipment:** Equipment which is non-operational pending maintenance. Deadline time starts at the time equipment is found to be non-operational and continues until equipment is repaired and declared operational.

**2.10 Equipment-In-Place:** Movable nonexpendable equipment that has been affixed to real property, but that may be removed without destroying or reducing the usefulness of the facility. It does not include installed building equipment. Therefore, unlike installed equipment, equipment-in-place is personal property, and is accounted for on the official accountable records.

**2.11 Estimated Repair Cost:** A best estimate of repair costs based on a detailed mechanical evaluation without disassembly. If the equipment is inoperative and an estimated repair cost cannot be determined, the inspection report should so indicate and provide the best estimate possible.

**2.12 Expendable Item:** An item which is consumed during normal usage or is combined with another entity when used for its intended purpose. It also includes items which are end items, but which are not considered to be major end items (i.e. tools, administrative supplies and equipment (paper, pencils, typewriters, etc.), and housekeeping supplies and equipment (soap, brooms, etc.) with a unit cost of \$100.00 or less.

**2.13 Government Furnished Property (GFP):** Property in the possession of, or directly acquired by the government and subsequently made available to the contractor.

**2.14 Government Property:** All property owned by or leased to the government or acquired by the government under the terms of the contract. It includes both government-furnished and contractor-acquired property as defined herein.

**2.15 Installed Equipment:** An item of equipment that is affixed and built into the facility as an integral part of that facility. Equipment that is an integral part of that facility is equipment that is necessary to make the facility complete, and if removed would destroy or reduce the usefulness of the facility. Use of the equipment determines if it is an integral part of a facility. Accountability for installed equipment is included in the real property record.

**2.16 Manufacturer's Warranty:** A period of time established by the manufacturer in which the equipment is guaranteed by the manufacturer to be free of defects and to operate satisfactorily. (During this period, the manufacturer will repair the equipment and/or will provide the parts and labor for the repairs.)

**2.17 Maintenance Expenditure Limits (MEL):** A maximum expenditure for corrective maintenance based on labor, components, assemblies, and repair parts applicable to end items that have remaining repair eligibility. Any repair that exceeds MEL must be treated as a one time repair and approval obtained from the PA. (Applicable to equipment only.)

**2.18 Material Handling Equipment (MHE):** Mechanical devices/ equipment (i.e., forklifts, warehouse cranes, etc.) for handling supplies and materials.

**2.19 Preventive Maintenance (PM):** Maintenance performed on a regularly scheduled basis to prevent the occurrence of defects and to detect and correct minor defects before they result in serious consequences.

**2.20 Portable Buildings:** A building (i.e., office trailers and movable sheds) designed for the continuing purpose of being easily moved intact from one location to another, and usually maintained for a short length of time in one location

**2.21 Stock Record Account:** Formal basic record showing, by item, receipt and disposal of

property being held for issue, balance on hand, and other identifying or stock control data.

### **3. SPECIFIC TASKS.**

**3.1 MAINTENANCE:** The contractor shall be responsible for the proper care, maintenance, and use of government property in its possession or control from the time of receipt until properly relieved of responsibility.

**3.1.1 Maintenance Plan:** The contractor shall develop and establish procedures for the maintenance of government property, hereinafter called "The Maintenance Plan". **The contractor shall provide to the PA a draft maintenance plan 30 days after contract award.** The maintenance plan shall include as a minimum, requirements of FAR 45.509, and this attachment. The maintenance plan will be reviewed annually or as required by the Property Administrator (PA). The contractor shall update the maintenance plan as required based on the government review or when the contractor implements changes in procedure. If the changes in procedure occur prior or subsequent to the review, the maintenance plan shall be revised by the contractor accordingly.

#### **3.1.2. Preventive Maintenance:**

**3.1.2.1** The contractor shall schedule and perform or make arrangement to have preventive maintenance (i.e., lubrication, adjustments, servicing, inspections, etc.) on equipment (i.e., vehicles, pumps, monitors, automation, forklifts, etc.) performed IAW the required frequencies (i.e., daily, weekly, monthly, or annually) as recommended in the manufacturer's service manual technical bulletins/manuals, other pertinent directives, or historical data. Defects discovered during these checks or during operation of the equipment shall be reported by the operator to appropriate supervision immediately.

**3.1.2.2** The contractor shall include normal parts replacement required to forestall excessive wear, repair, malfunction, or deterioration of equipment during the PM to minimize downtime and obtain maximum use.

**3.1.2.3** The contractor shall maintain an inspection record and annotate at the time of each inspection:

- a. Date of inspection.
- b. Name or initials of personnel performing the inspection.
- c. Findings of the inspection and deficiencies noted, if any.
- d. Corrective action taken, if required, and the date action was taken.

**3.1.2.4** When PM is performed by other than the contractor the contractor shall ensure that the

PM is being accomplished and that the equipment is in a safe operating condition.

### **3.1.3 Corrective Maintenance:**

**3.1.3.1** The contractor shall perform, or arrange for the performance of, corrective maintenance (i.e., repair and/or overhaul) of government equipment outside the scope of PM. Corrective maintenance shall be accomplished IAW the manufacturer's recommendations, technical bulletins/manuals, other pertinent directives, or historical data.

**3.1.3.2** The contractor shall perform, or arrange for the performance of, repair/overhaul of the equipment when required. The contractor shall provide a cost estimate and request approval from the PA to exceed the maintenance expenditure limit (MEL) based on the current replacement price of the equipment when repair/overhaul of the equipment is required.

**3.1.3.3** The corrective maintenance of equipment which is beyond the scope of the contractor's maintenance capability may be accomplished by subcontracting to commercial vendors. The contractor shall ensure that the subcontractor complies with the objectives contained herein.

### **3.1.4 Calibration:**

**3.1.4.1** The contractor shall establish a calibration schedule to calibrate equipment IAW Military Standard (MIL-STD) 45662A, the manufacturer's recommendations, technical bulletins/manuals, other pertinent directives, or historical data.

**3.1.4.2** The contractor shall schedule lifting devices for load test IAW TB 43-0142, when provided as GFE. The contractor shall record and stencil, tag, color code or otherwise annotate on the item the next inspection date. Lifting devices installed over 7 feet above the ground do not require stenciling.

**3.1.4.3** The contractor shall inspect and test air/gas compressors and accessories IAW TB 43-0151, when provided as GFE.

**3.1.5 Portable Building Maintenance:** All government furnished portable buildings (i.e., office trailers, storage sheds, etc.) will be maintained by the government. The contractor shall report maintenance deficiencies to the PMRMA/Program Support Contractor work order desk. phone # 289-0254.

**3.1.6 Motor Vehicle Maintenance and Serviceability Standards:** Periodic scheduled PM inspections and services for commercially leased vehicles shall be performed as prescribed by the vendor. GSA vehicles provided to the contractor through the PMRMA motor pool shall be returned for scheduled PM to the PMRMA motor pool. The items to be inspected and/or serviced during each PM shall be those as required by commercial vendor or best commercial practices, as appropriate.



**3.1.7 Material Handling Equipment Maintenance and Serviceability Standards:** An inspection service shall be performed every 500 hours, semiannually, or as prescribed by the vendor for leased material handling equipment. This inspection and service shall be as prescribed in the manufacturer's manual or government technical manual for each type, make, and year of equipment. Maintenance of leased material handling equipment shall be performed as prescribed by the vendors. Material handling equipment issued from the PMRMA motor pool shall be returned for scheduled maintenance services, inspections, and testing to the PMRMA motor pool.

**3.1.8 Engineering and Construction Equipment Maintenance and Serviceability Standards:** Leased engineering and construction equipment shall be maintained as prescribed by the vendor. Engineering and construction equipment issued from the PMRMA motor pool shall be returned for scheduled maintenance services, inspections, and testing to the PMRMA motor pool.

**3.2 UTILIZATION:** The contractor shall be responsible for assuring that government owned/leased property (which includes commercial leases) shall be used only for those purposes authorized by this contract, or as otherwise authorized by the Contracting Officer. The contractor shall maximize the utilization of the authorized equipment to achieve the most economical and efficient operations. The contractor shall ensure that the equipment utilized is compatible with the tasks to be performed. Utilization data will be developed as described herein for all government property to include commercially leased items.

**3.2.1 Motor Vehicle Management:** The minimum essential elements for management and operation of vehicles provided for use to the contractor are:

- a. Maximum utilization by pooling of vehicles. Vehicles shall not be assigned to one person
- b. Establish rules for vehicle assignment and use.
- c. Be flexible to meet changing needs.
- d. Provide prudent use of manpower and equipment.
- e. Ensure safety, security and proper use of equipment.
- f. Ensure vehicles are operated IAW State and local traffic safety rules and Federal Highway Administration regulations.
- g. All vehicle and equipment use shall be monitored by an inspection and utilization procedure. Documentation of inspections and utilization shall be on trip tickets and shall include date, mileage, operator, and as necessary, task number. Trip ticket utilization period shall be on

a weekly basis or as specified by the PMRMA motor pool for GSA vehicles and equipment provided by the PMRMA motor pool.

### **3.2.2 Operator Permits:**

**3.2.2.1** All contractor operators of government/GSA vehicles provided by the PMRMA motor pool shall possess a valid state driver's license and a US Government Motor Vehicle Operator's Identification Card, Official Form (OF) 346. These standards shall not be less than those imposed by the state. Testing and issuance of the OF 346 will be a service provided by the PMRMA motor pool. Contact the PMRMA motor pool at 289-0285 or 289-0286 to schedule an appointment for testing.

**3.2.2.2** All contractor operators of commercially leased vehicles shall possess a valid state driver's license.

**3.2.2.3** A Commercial Driver's License (CDL) shall be required when operating vehicles with a GVW 26,000 pounds; when towing another vehicle(s) with a GVW of over 10,000 pounds; transporting 16 or more persons, including the driver; transporting hazardous materials which require the display of warning placards under Department of Transportation regulations.

**3.2.2.4** Government operating permits/OF 346 may be required for other GFE (i.e., forklifts, cranes, loaders, etc.) provided by the government from the PMRMA motor pool or other government sources. The contractor shall provide certification of an employees operating experience or receive training from the PMRMA motor pool, if available, before the GFE is issued.

### **3.2.3 Automated Data Processing (ADP) Equipment:**

**3.2.3.1** ADP equipment (i.e., personal computers (PC), mini-main frames, etc.) shall be utilized by the contractor to support only government contractual requirements.

**3.2.3.2** ADP software purchased with government funds shall only be used to support government contractual requirements. Commercial software packages are protected by copyright law. The contractor shall not copy commercial software without proper authorization. All government purchased software shall be identified as "GOVERNMENT PROPERTY, ROCKY MOUNTAIN ARSENAL" on the master program disk and when installed on a hard disk drive of a PC. The contractor shall maintain a list of software loaded on each PC.

**3.2.4 Equipment Utilization Standards:** Minimum usage standards shall be as listed in AR 71-13, Appendix G for general use equipment. Vehicles with 15 or more idle days per quarter shall require retention justification.

**3.2.4.1** Active equipment with an acquisition value of \$5,000 or more shall have established equipment utilization standards. The criteria used for utilization are days of operation, compared with days that equipment was available for use. The utilization study by days indicates the general utilization and exposes idle equipment. The basis for computation of usage standards for operational days is the total workdays in the quarter less the days in maintenance. To compute the quarterly use percentage for equipment with operational days basis, multiply the number of days the equipment is operated per quarter by 100 and divide the sum by the number of operational days in the quarter.

**3.2.4.2** The contractor shall maintain utilization data as required by FAR Part 45.509-2. The contractor shall maintain the current quarterly data and the preceding three quarters data for analysis and make it available to the government property administrator for review. When individual pieces of equipment within a category are not attaining the minimum utilization, the contractor shall review the entire category to equalize use through rotation, pooling of assets, or other management techniques, with assets being adjusted accordingly. A justification to retain under utilized equipment shall be maintained.

**3.2.4.3** A quarterly equipment walk through usage review shall be used to identify unused or seldom used equipment with an acquisition value of less than \$5,000. An information copy of the results of walk-through shall be provided to the PA.

### **3.3 RECORDS:**

**3.3.1** The contractor shall establish and maintain an adequate property control system for all government property, regardless of value, including property in the possession or control of a subcontractor.

**3.3.2** The government will furnish to the contractor an automated data base program (5 1/4" or 1/2" disk) which the contractor shall use to establish and maintain property control records. The contractor shall provide to the PA quarterly (i.e., January, April, July, and October) a floppy disk containing current property data. The contractor shall request approval from the PA to make changes or modify the automated data base program.

**3.3.3** A stock record account may be maintained for material records in lieu of using the government furnished data base. The following minimum information is required for the records:

- a. The name, description and National Stock Number (if furnished by the government or available in the property control system).
- b. Quantity received, issued and on-hand.

- c. Unit price and unit of measure.
- d. Contract number or equivalent code designation.
- e. Location of property.
- f. Disposition of property.
- g. Posting reference and date of transaction (to include inventory data).

**3.3.4 Summary records are not allowed.**

**3.3.5 The contractor's property control system shall contain a system or technique to locate any item of government property within 24 hours.**

**3.3.6 The contractor shall on an annual basis, not later than 10 October of each year or as specified by the PA, provide to the PA a report [Department of Defense (DD) Form 1662 (March 1989 or later version), DOD Property in the Custody of Contractors] by contract for all government property IAW FAR 45.505-14. The contractor shall use the automated data base where possible as the source of the data for the DD Form 1662. If a stock record account is maintained, appropriate data will be obtained from this account for input into this report.**

**3.4 ACQUISITION/AUTHORIZATION:**

**3.4.1 The contractor shall acquire government property either through requisition/transfer from government sources, fabrication, or purchase when the property is contractually authorized.**

**3.4.2 The contractor shall not fabricate equipment when like commercial equipment is available. The contractor shall submit all work orders for local fabrication (except special tooling/ special test equipment) to the PA for approval prior to fabricating the item.**

**3.4.3 The contractor shall ensure that the quantity of property requested is the minimum to perform the work and not available from contractor stock or existing government stocks provided to the contractor.**

**3.4.4 The contractor shall ensure that purchase request status files are maintained to control distribution, cancellations, or changes to requests or purchase orders until items are received.**

**3.4.5 The contractor shall ensure that the item description, contract number, and price are reflected on all purchase orders. A copy of all purchase orders issued will be provided to the PA at the same time distribution is made to the vendor.**

**3.4.6 The contractor shall submit a CONTRACTOR EQUIPMENT PURCHASE/LEASE**

REQUEST & APPROVAL (PMRMA Form 140, 17 Nov 92), to the PA for approval. Supporting documentation will include copies of competitive price quotes for items costing \$2500.00 or greater, as required by FAR Part 13.106.B., a brochure or catalog which includes pricing information, or a contractor's proposal based upon best estimate. If competitive quotes are not provided, the contractor shall inform the government by adding a statement to the PMRMA Form 140 specifying the guidelines that will be followed during procurement IAW FAR Part 13.106.B. A PMRMA Form 140 shall be prepared for:

- a. All nonexpendable equipment not approved during contract negotiations.
- b. Equipment with a unit cost of \$1000.00 or greater that was approved during contract negotiations.
- c. Information management equipment (computers, copiers, facsimile machines, etc.) with a unit cost of \$500.00 or greater that was approved during contract negotiations.
- d. All leases negotiated and non-negotiated.

**3.4.7** The contractor shall submit request for additional equipment to the PA with sufficient justification to permit objective analysis by individuals who are not familiar with a particular operation or application.

**3.4.8** The contractor shall ensure that requests are submitted in a timely manner to the PA when consent or approval is required.

**3.4.9** Procedures for the trade-in of non-excess personal property will be IAW DOD FAR Supplement, part 217. The contractor shall coordinated all equipment trade-ins with the PA.

**3.5 RECEIPT AND INSPECTION OF GOVERNMENT PROPERTY:** The contractor shall be responsible for receiving government property and document the receiving process to achieve the following minimum requirements:

a. The contractor shall prepare and distribute monthly a receiving report to the PA. The receiving report shall as a minimum describe the item, show the condition, the quantity received, and the property identification (ID) label/number (for new items with no previous ID label).

b. The contractor shall properly classify material/equipment when received.

c. The contractor shall properly identify and mark label each contractor acquired item of property. Property ID labels will be furnished by the government. The contractor shall return unused ID labels to the PA upon completion of the contract. GFE that is provided with an existing ID label shall retain the original ID label/number

d. The contractor shall properly account for and control reusable/returnable containers (i.e., compressed gas cylinders, drums, etc.) which are furnished by the government or leased/rented by the contractor.

e. The contractor shall control/store misdirected shipments pending receipt of disposition instructions.

**3.6 STORAGE AND MOVEMENT:** The contractor shall ensure the following minimum requirements for the storage and movement of government property:

a. The contractor shall store government property using standard storage practices (i.e., packing, crating, segregation of materials, placard identification, housekeeping, etc.) that prevent loss or damage.

b. The contractor shall store government property segregated from contractor owned property unless approval is granted by the PA.

c. The contractor shall relocate (move/ship) government property using standard shipping practices (i.e., packing, crating, blocking, bracing, etc.) to prevent loss or damage.

d. The contractor shall obtain all necessary permits, approvals, etc. when shipping government property to and from PMRMA.

e. The contractor shall document the movement of government property showing quantities and new location(s) when it is being relocated.

f. The contractor shall promptly notify the PA when government property is lost or damaged during relocation.

g. The contractor shall develop procedures that provide for adequate accounting (IAW FAR, subpart 45.505.3) for property commingled when contractor has more than one government contract under which government material is provided. Prior to commingling, cannibalization, or controlled exchange, written permission shall be obtained from the PA.

**3.7 CONSUMPTION:** The process of incorporating government-owned property into an end item or otherwise consuming it in performance of the contract. The contractor shall control consumption of government property to meet the following minimum requirements:

a. The contractor shall establish a first-in, first-out (FIFO) system.

b. The contractor shall incorporate/install serially numbered or selectively matched items in appropriate end item.

c. The contractor shall return excess material to the contractor storage site and record the material.

d. The contractor shall maximize the use of repair and salvage procedures in lieu of using new items.

### **3.8 PHYSICAL INVENTORIES OF PROPERTY:**

**3.8.1** The contractor shall perform physical inventories (locating and counting) government property, record the inventory, submit the adjustments to the PA for approval, and post inventory count adjustments.

**3.8.2** The contractor shall develop procedures for conducting physical inventories of all types of government property. The contract procedures shall ensure that all instances of loss, damage, and destruction of government property is promptly reported to the government PA. The contract procedures must be approved by the PA.

**3.8.3** The contractor shall annually establish and submit to the PA for approval a physical inventory schedule to perform physical inventories of government property based on the following criteria.

a. Government materiel - Shall be inventoried annually.

b. Government equipment - Shall be inventoried at the closeout of the contract or as directed by the PA if the contract period is for 2 years or less. If the contract period is for 3 years or more, the inventory shall be conducted once every 3 years.

**3.8.4** The contractor shall perform physical inventories of material using one of the following methods:

a. Count all line items (100 percent).

b. Statistical sampling that ensures a complete inventory shall be performed to correct the deficiency in the system if the sample indicates the accuracy level has dropped below the approved error rate.

c. Stratification by dollar value or material type. (i.e. material under \$25.00 is not inventoried items between the dollar value of \$25.01 and \$99.99 are statistically sampled, and all items above \$100 are inventoried 100 percent).

d. A combination of stratification and statistical sampling by performing statistical sampling of low value items and a complete inventory of high value items.

**3.8.5** The contractor shall perform physical inventories of non-consumable assets (equipment and real property) by counting all items (100 percent). During the physical inventory, any item (including fabricated items) not currently accounted for shall have excess procedures initiated or shall be added to the contractors's accountable records.

**3.8.6** The contractor shall conduct recounts where a discrepancy between inventory count and record balance exists.

**3.9 SUBCONTRACTING:** The contractor shall perform surveillance over government property in the possession of subcontractors and ensure that the subcontractor complies with the provision of this contract, attachments to this contract, and the following:

a. The contractor shall include adequate instructions in the subcontractor's contract that reflect the subcontractor's responsibilities.

b. The contractor shall require subcontractors to conform to this attachment for maintaining records of government property in the subcontractor's possession.

**3.10 DISPOSITION OF GOVERNMENT PROPERTY:**

**3.10.1** The contractor shall return to the PA all government property which is not needed to meet contractual requirements (i.e., excess, damaged, etc.) or at the closeout/termination of the contract.

**3.10.2** The contractor shall promptly report excess property on DD Form 1149 to the PA requesting disposition instructions. Upon receipt of disposition instructions, prompt turn-in of property shall be accomplished.

**3.10.3** The contractor shall document the property record data base with the disposition of the government property reflecting authority, disposal action, and the date of disposal.

**3.10.4** The contractor shall tag, label, mark, or identify each individual item of government property that was used in a contaminated or suspected contaminated work site. As a minimum the following information shall be provided for each individual item:

- a. Originator (Contract #/Task Order #)
- b. Date
- c. Item name
- d. Property ID label/number
- e. Type of contamination
- f. Decontamination performed
- g. Signature of Project Manager or Safety/Health Officer



Contaminated property returned to the government without documentation will not be accepted and returned to the contractor for proper decontamination.

#### **4. PUBLICATION CATEGORY:**

**4.1 Category 0:** Unless otherwise specified in the solicitation, contract, or contract modifications, the requirements contained in the directly cited publications are contractually for guidance and information only.

**4.2 Category 1:** The requirements contained in the directly cited publications are contractually applicable to the extent specified. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in reference and subsequently referenced publications are contractually for guidance and information only.

#### **PUBLICATION LIST**

<b>Publication Number</b>	<b>Publication Title</b>	<b>Applica- Cate</b>
FAR Part 45.5	Federal Acquisition Regulation	Cat
DoD FAR Supplement	DoD Federal Acquisition Regulation Supplement (Part 217, 245)	Cat
Army FAR Supplement	Army Federal Acquisition Regulation Supplement (Part 45.5)	Cat
AR 71-13	The Department of the Army Equipment Program (Paragraphs 2-35, 2-55, 4-1, 4-3d, k, l, m, 4-4a,b,d,e,f,h, 4-5a, b, c, Appendix G	Cat
AR 600-55	Motor Vehicle Driver and Equipment Operator Selection, Training, Testing, and Licensing	Cat
DA Pam 738-750	Army Maintenance Management System	Cat
TB 43-0142	Safety Inspection and Testing of Lifting Devices	Cat
TB 43-0151	Inspection and Test of Air and Other	Cat

## Gas Compressors

DOD 4161.2-M	DOD Manual for the Performance of Property Administration	Cat 0
MIL-STD 45662A	Calibration Systems Requirements	Cat 1

**ATTACHMENT NUMBER 03**

**STATEMENT OF WORK**

**DAAM02-96-R-0016**

**ROCKY MOUNTAIN ARSENAL  
PROGRAM MANAGEMENT CONTRACT  
STATEMENT OF WORK**

**1.0 Introduction of Program Management Contractor Requirement**

Rocky Mountain Arsenal (RMA) is an inactive Army installation that is transitioning to a National Wildlife Refuge (NWR). The United States Army's (Army) mission at RMA is to complete the Record of Decision (ROD) selected remedy and prepare the RMA for transfer to the Secretary of the Interior. RMA will then be added to the national wildlife refuge system in accordance with the Rocky Mountain Arsenal National Wildlife Refuge Act of 1992. To accomplish this mission, the Army requires the assistance of an integrating contractor to perform the work described in this Statement of Work (SOW).

The ROD for the On-Post Operable Unit at RMA was signed on June 11, 1996. The ROD provides the framework, the purpose and the overall rationale for all the remedial actions which must be accomplished at the site. The ROD states:

The purpose of the on-post remedial action is to prevent current or future excessive exposure to contaminated soil or structures, to reduce contaminant migration into the groundwater, and to treat contaminated groundwater at the boundary to meet remediation goals... The selected remedy described in this ROD will permanently address the threats to human health and the environment by using a combination of containment (as a principal element) and treatment technologies to reduce the toxicity, mobility, or volume of contaminants in groundwater, structures, or soil; comply with applicable or relevant and appropriate requirements (ARARs); and be cost effective... The ROD for the On-Post Operable Unit will be the final response action at RMA.

The Federal Facilities Agreement (FFA) and the ROD require that a schedule for the selected remedy be developed within six months of ROD signing. This schedule is known as the Remediation Design Implementation Schedule (RDIS). [The RDIS was formerly referred to as the Technical Program Plan (TPP) in the Phase I SOW.] The RDIS for the ROD implementation is written by the Army, Shell Oil Company, and United States Fish and Wildlife Service (USFWS) and appended to the ROD by 9 December 1996.

The ultimate disposition of RMA as a National Wildlife Refuge managed by USFWS provides additional principles for implementation of the remedy. The USFWS's goals for management of the refuge are to enhance and sustain fish and wildlife habitat, the existing species, and to provide the public with meaningful opportunities to experience nature. The USFWS vision for the development of the Refuge is presented in the Comprehensive Management Plan for Rocky Mountain Arsenal National Wildlife Refuge, March 1996.

## **1.1 Contractor Responsibilities:**

**1.1.1 The Program Management Contractor (Contractor) shall be the integrating contractor with full responsibility for implementation of the ROD selected remedy. The major SOW activities of the Contractor shall include engineering design, procurement of subcontractors for construction, demolition, and remediation efforts and oversight and management of subcontracted activities. As the integrating contractor, the Contractor shall be responsible for site wide logistical support planning. Site-wide, Arsenal-wide and On-post Operable Unit are synonymous and defined to mean all areas on-post at Rocky Mountain Arsenal.**

**1.1.2 On the effective date of the contract the Contractor, as an independent contractor and not as an agent of the government, shall commence administrative management activities. The Contractor shall supply the necessary personnel, facilities, equipment, expertise and materials (except for those furnished by the government) to accomplish the requirements of this contract.**

**1.1.3 The Contractor shall be responsible for the management and integration of the remediation activities required to obtain EPA and/or State certification that a remedy project has been completed.**

**1.1.4 The Contractor must integrate safety performance and environmental compliance as core values into all activities, including those of all subcontractors. Work shall be accomplished in a manner which protects the environment and the safety and health of workers and the public and is in compliance with applicable laws and regulatory requirements. The Contractor shall identify hazards, manage risks and identify and implement good management practices site wide. The Contractor shall strive to continue to make improvements in environmental, safety and health performance.**

**1.1.5 Contractor services shall be accomplished on site at RMA unless exceptions are granted in writing by the contracting officer. Exceptions to this could include central computing services, services during the mobilization period, certain engineering services or short-term tasks requiring expertise not available full time at the job site. Exceptions shall be subject to government approval provided the proposed method of accomplishing the task is the most beneficial to the government.**

## **1.2 Army Responsibilities:**

**1.2.1 Oversight of the selected remedy will be accomplished by an overall management team called the Remediation Venture Office (RVO). The RVO is comprised of the U.S. Army Program Manager RMA Remediation (PMRMAR), Shell Oil Company, and the US Fish and Wildlife Service. Each of the members has a vested interest in completing the ROD selected remedy in a safe, timely and cost efficient manner. Major issues and policy will be decided upon by the RVO. Ultimate decision authority resides with the Program Manager Rocky Mountain Arsenal Remediation.**

1.2.2. Contract administration will be conducted at the operational level by the Government's Contracting Officer (KO). The Army's Contracting Officer's Representative(s) (COR) will be responsible for oversight and coordination of Contractor day-to-day activities. Only the KO and the COR, as detailed in the COR letter of appointment shall have the authority to direct performance of the contractor.

1.2.3. The RVO will have primary responsibility for regulator interactions. The Contractor shall support the RVO in preparing required submissions to the regulators and responding to comments.

1.2.4. The RVO will have the primary responsibility for public outreach and education actions. The Contractor will provide support to the RVO in preparing for and participating in public meetings.

## **2.0 Performance Requirements**

The primary objective of this contract is to conduct the safe, timely, and cost effective environmental remediation of the Rocky Mountain Arsenal in accordance with requirements of the ROD. While serving as overall project manager, the Contractor will not self-perform actual remediation or infrastructure support activities without specific written approval by the KO.

2.1. The Contractor shall be responsible for performing the requirements set forth in the following paragraphs. The government reserves the right to have any of the work, contemplated by this contract, performed by any RVO member or another contractor if such an arrangement is deemed to be in the best interest of the government.

2.1.1 The Contractor shall partner/team with the RVO to accomplish the remedy set forth in the ROD. The Contractor shall implement an interface structure between itself and the RVO which optimizes communication, coordination and decision-making ability while minimizing layering and redundancy. The functional organizational chart for the RVO is provided as Appendix 1. The Contractor and RVO interface structure shall maximize effective communication to produce a partnering/teaming arrangement that is flexible and responsive to changing conditions, can adapt to unforeseen situations quickly and effectively, and can generate, communicate and initiate cost saving program efficiencies with a minimum of review and approval steps.

2.1.2 The Contractor shall prepare a Management Plan that describes its organizational structure. The plan must identify key personnel, and the role, responsibilities, and authority they will have for this contract. The plan must discuss the roles and responsibilities of the contractor's staff. The Contractor shall continually assess its performance with respect to work loading and make "right-size" adjustments to its own workforce and that of its subcontractors to maximize efficiency and effectiveness. The Contractor must obtain approval from the KO before any of its key personnel are released from the project. Key personnel are those responsible for (1) project management, (2) safety and health, (3) construction management, (4) engineering management,

(5) environmental compliance, (6) procurement, (7) quality, and (8) project controls. Overall staffing levels for the Contractor shall be identified in the annual update to the Management Plan and will be negotiable with the RVO with final approval by the KO.

2.1.3 The Contractor shall maximize safety and environmental considerations in all remedy designs. Final design selection must ensure worker and environmental safety during construction and use. The Contractor shall manage all design executions and field operations to meet or exceed requirements of applicable safety and environmental standards and ROD requirements.

2.1.4 Subcontracts for conducting remedial activities will be required throughout the execution of the contract. Maximum use of competition, including opportunities for small and small disadvantaged business concerns, is required. A goal of 25 percent for small and small disadvantaged businesses has been established for this contract (total dollar basis). Subcontracting will constitute a high percentage of this contract effort and the use of Fixed Price Incentive contracting is encouraged to provide for lower overall costs, efficiency, and quality workmanship.

2.1.5 The Contractor shall evaluate cost trade-offs among assorted alternative operational plans, designs, or ongoing project operations. This may be achieved through innovative management techniques or through value engineering assessments conducted at various stages of the remediation project design or execution. Overall program cost effectiveness shall be considered in all aspects of this effort.

2.1.6 The Contractor and its subcontractors shall provide all required project documentation to support an Army request for EPA certification that a Comprehensive Environmental Response and Liability Act (CERCLA) and/or State of Colorado certification that a Resource Conservation and Recovery Act (RCRA) response action and closure has been completed in accordance with the FFA, ROD and Closure Plans. Sufficient documentation will be maintained to achieve EPA and/or State certification. These project documents shall be indexed and kept in a central location as part of the remedy record. All documents shall be available to the RVO and the regulatory community.

2.2 The Contractor shall provide incentives for subcontractors which clearly identify performance objectives and emphasize critical project elements. Incentive fees for subcontractors will be approved by the KO. They will be direct pass through costs and will not affect the amount of award fee available to the Contractor itself. Other innovative risk sharing or risk management processes can also be proposed by the Contractor.

### 3.0 Description of Work

The RVO has accomplished an initial effort to identify and define implementation projects from the site remedies in the ROD, establish consistent site-wide guidance for technical issues affecting multiple projects, establish design criteria for the implementation projects, and to

perform the engineering design for early start projects. This effort is contained in the Site-Wide Implementation Plan (IP). The Contractor shall provide the engineering services, procurement, construction management and logistical integration to execute the 31 remedial implementation projects identified and described in the IP. The Contractor shall exercise its best judgement to implement these projects and the work will be accomplished under the oversight of the RVO.

### **3.1 Engineering Management**

The Contractor shall provide engineering and design services in support of implementing the RMA remedy. Typical projects for which engineering and design services will be required include, but are not limited to, demolition of structures, earth movement, water treatment facility, air monitoring, treatability studies, and hazardous waste landfill. Engineering services will include, but not be limited to, the following activities. The Contractor shall identify and plan pre-design data collection efforts. The Contractor shall further develop and finalize the design criteria for the 31 implementation projects identified in the IP. The Contractor shall prepare and submit to the RVO a design SOW and schedule, concept design (approx. 10 - 30%), draft final design (approx. 95%), and a final design. If requested by the RVO, the Contractor shall also prepare an interim design (approx. 60%) submittal that would occur between the concept design and the draft final design. All designs will be submitted by the RVO to the regulators for their review and approval in accordance with the FFA and RDIS. The design SOW and draft final design for implementation projects are subject to regulatory dispute, and the Contractor shall prepare revisions to these documents at the direction of the Government. The Contractor shall perform analyses of technical equivalency for alternative design approaches and value engineering during the design process. Near the completion of the design process, the Contractor shall submit to the RVO an implementation schedule with an achievable deadline, and a construction cost estimate based on the final project design. Upon obtaining approval of the implementation schedule and construction cost estimate, the Contractor shall use these items to prepare the deliverables identified in sections 3.5.1 and 3.5.3.

### **3.2 Procurement Management**

The Contractor shall develop, and submit annually to the RVO, a subcontract implementation plan to accomplish the remedial action requirements of the 31 implementation projects identified in the IP. The Contractor shall emphasize objective and measurable performance requirements and quality standards in developing statements of work, selecting subcontractors, determining subcontract type and incentives, determining subcontract price and performing subcontract administration. The contractor's implementation of its subcontracting strategy shall provide meaningful competition, appropriate use of small and small disadvantaged businesses, increased subcontractor accountability, and innovative and efficient management strategies to include incentive programs as appropriate.



### **3.3 Construction and Demolition Management**

The Contractor shall provide the management and control of all remedial construction and demolition activities at RMA consistent with the schedule of activities identified in the RDIS and the individual implementation project final designs. The Contractor shall ensure the availability of services in support of remedial construction and construction management; construction related material and equipment; emergency and/or rapid response; inspection, acceptance, and management of government furnished equipment and property; construction reviews; construction engineering; inspection and acceptance of construction; documentation of completion for each implementation project; and other appropriate construction management products and services.

### **3.4 Site-Wide Integration Management**

The IP includes site-wide guidance for technical issues affecting multiple projects. This site-wide guidance is organized into seven preliminary site-wide logistical operational plans. These plans are the Traffic Plan, Air Emission Control and Monitoring Plan, Borrow Areas Plan, Waste Handling Plan, Storm Water Management Plan, Wastewater Management Plan, and the PMC Facilities and Operations Plan. The RVO will continue to update the IP and the seven operational plans throughout the acquisition process. The latest version of the IP will be provided to the Contractor at contract award. The Contractor shall use and update the IP and the operational plans throughout the implementation of the total RMA remedy. The Contractor shall use the seven operational plans to ensure consistency on major technical issues, and to avoid duplication of effort for the design of each project.

### **3.5 Administrative Management**

**3.5.1** The RVO will prepare the first version of the RDIS and append it to the ROD by 9 December 1996. This ROD required document describes the regulatory review/oversight and approval process, and establishes an initial schedule for design and implementation activities required to complete the RMA remedy. The baseline RDIS prepared by the RVO will contain a detailed two year portion of the schedule, from the present, that includes enforceable deadlines. The remainder of the schedule will be more general in nature and will not contain any enforceable deadlines. The RVO will provide the Contractor with the baseline RDIS at award. The Contractor shall maintain and revise the RDIS throughout the implementation of the RMA remedy. The Contractor shall provide the RVO a draft revision of the RDIS every six months. The draft revision will extend the detailed portion of the schedule six months to maintain the two year window of detail, identify any new enforceable deadlines, and any existing deadlines that can not be achieved. The Contractor shall assist the RVO in obtaining regulatory approval of the draft revision and then prepare the final RDIS.

**3.5.2** The Contractor shall develop and utilize a Quality Assurance (QA) program which meets current environmental industry quality initiatives. Through the use of the QA program, the

Contractor shall ensure adherence to objectives in the ROD, the Closure Plan for the Basin F Surface Impoundment and the Basin F Wastepile, the IP, RDIS enforceable deadlines, and a quality implementation of RVO early start project and Contractor project designs. The QA program will address all aspects of construction, demolition and site-wide project activities in sufficient detail to ensure consistent work by all personnel and all subcontractors. Many field sampling and analytical QA procedures are already in place at RMA and should be directly integrated into the Contractor's QA program.

3.5.3 The Contractor shall use a Cost Tracking and Reporting program. Through the use of the Cost Tracking and Reporting program, the Contractor shall report costs monthly to the RVO consistent with the Work Order/Job Order format described in Section G, Paragraph G.2 Additional Invoice Requirements.

3.5.4 The Contractor shall prepare and submit an Annual Work Plan (AWP) which will be the primary vehicle for forecasting all the requirements planned for accomplishment in the upcoming fiscal year (FY). An accurate, comprehensive AWP is vital to the budgeting process and to the efficient execution of the RMA ROD. The AWP, for the upcoming FY, will include program objectives, milestones for identified projects, options for additional work, resource requirements and a review and analysis of the previous year's program. The forecasted budget shall be based upon the detailed activities identified in the RDIS and an RVO provided total budget estimate for that FY. As a part of the AWP, the Contractor shall prepare and submit budget forecasts for the next 2 through 5 FYs. These out year forecasts shall be based upon the general activities identified in the RDIS out years and an RVO provided out year budget profile.

3.5.5 The Contractor shall participate in and /or conduct meetings, and provide input as required. A meeting record shall be prepared and distributed to the participants by the Contractor.

### 3.6 Site Support Management

Several collateral efforts are necessary for the various remedial support functions at RMA. The Contractor shall, when directed by the Contracting Officer, assume responsibility for these efforts. Until the Contractor assumes responsibility for these efforts he shall coordinate efforts and support requirements from these other prime contractors through the respective Contracting Officer's Representatives (COR). As part of the Annual Work Plan, the Contractor shall project support requirements for the upcoming year which will be provided by other prime contractors on site. As the remedy at RMA proceeds, the Government may opt to transfer some or all of the functions listed in paragraphs 3.6.1. through 3.6.6 to the Contractor. Transfer of these functions may or may not correspond with the expiration of current contracts. The Contractor will not be required to assimilate the current contract/contractor but will subcontract these functions in the same manner as other elements of the program. The government expects to continue these separate prime contracts until the Contractor is well grounded in the remediation effort.

The following contracts are active at RMA and their functions will be required throughout the life of the remedial action:

**3.6.1 Program Support Contract (PSC).** The PSC provides overall operations and maintenance support services. Services include routine grounds maintenance and construction; civil, mechanical and electrical engineering; non-hazardous waste management of facility operations, and facilities and utilities operations. A new contract was awarded in October 1996. The contract consists of a base year and four option years.

**3.6.2 Comprehensive Analytical Laboratory Services (CALS).** This contract provides comprehensive laboratory analytical services for all monitoring and remedial activities conducted as part of the CERCLA cleanup action at RMA. The contract provides for operation of a state-of-the-art on-site environmental laboratory dedicated to the cleanup program and the assembly of commercial environmental laboratory resources to meet the complex and extensive demands of remedial activities. This contract was awarded in September 1996. The contract provides for a total term of 5 years if all options are exercised.

**3.6.3 Records Management, Information Storage and Retrieval.** This contract provides management of the Administrative Record, which is a requirement of superfund laws and will serve to support any future potential litigation. Documents pertaining to environmental issues are stored in the original, and electronic images are made available to the public and are stored for future use. This contract also supports all future remedy record and document tracking requirements associated with the remediation. The contract also performs a number of related administrative functions generally related to document management, such as information services, correspondence tracking and administrative support of requests for information submitted under Freedom of Information Act. A new contract award was made in September 1996 for a base year plus four option years.

**3.6.4 Data Processing Support.** The RMA organization is highly dependent on automation. A substantial portion of the physical data relating to environmental issues at Rocky Mountain Arsenal are stored in digital form. This contract supports the hardware and software for the environmental database, it provides for screening of new information being entered into the database (particularly analytical information), and it produces a variety of output products such as detailed maps (GIS services) for technical work and public relations. The contract also maintains a substantial office automation structure, providing local area network support as well as maintenance and limited production on audio/visual equipment. This contract is currently being performed by a small business under the second option year of its contract. Two option years remain.

**3.6.5 Hazardous Waste Management.** Certain hazardous wastes are produced through operation and remediation activities at RMA. A single contract provides collection, transportation and management of hazardous waste produced on RMA in accordance with applicable laws and regulations. This contract also provides for maintenance of a database to track hazardous waste

disposition. Solid waste is stored in on-site warehouses and liquid waste is treated at an on-site treatment facility. The contract further provides for maintenance of a leachate collection system for the Basin F wastepile. The collected leachate is transported off-site for incineration. The contract was awarded in August 1996 and includes a base year and four option years.

**3.6.6 Remediation Systems Operations.** Provides for the routine operation and maintenance of groundwater pump-and-treat systems and the wastewater treatment system. This includes the off-site groundwater treatment system located just North of the Arsenal. The off-post system is operated under a contract with a small business and it expires in September 1997. The on-post systems are currently operated by Morrison-Knudsen Environmental, a prime contractor to Shell Oil Company. A total of five treatment systems are currently in operation at RMA.

**3.6.7 Occupational Health Clinic Contract.** This contract provides medical surveillance and health care for Army employees while on the job. This care meets all the requirements for medical surveillance required by 29 Code of Federal Regulations (CFR) 1910.20, 29 CFR 1910.120, and Army Regulation (AR) 40-5. The contract provides for a full-time medical technician, part-time Occupational Health Registered Nurse and a part-time physician. A two-year contract was awarded for FY 97 and FY 98.

**3.6.8 On-Site Integration and Coordination.** The Contractor shall work in a teaming/partnering cooperative effort with other government prime contractors, Shell Oil Company and their prime contractor, Morrison-Knudsen Environmental, and the U.S. Fish and Wildlife Service and any contractor(s) working for the Service. The Contractor shall perform site-wide integration and coordination for all activities but will not provide management or supervision of non-PMC contractors. Specific direction will be coordinated and accomplished through specific government CORs or the RVO.

### **3.7 Certification of Remedy Completion**

Certification of remedy completion by the EPA and/or State is of paramount importance to the Army. The Contractor shall operate a program that complies with all ROD requirements, design specifications, and applicable regulator comments to ensure that certification of remedy completion is obtained on the Army's first request.

**3.7.1 Pre-Final Inspection Report.** The EPA and State will inspect each implementation project at approximately 95% completion to ensure the project complies with the final design and the ROD. The Contractor shall prepare a Pre-Final Inspection Report after EPA and State project inspections. The report shall outline the outstanding construction/demolition items or other incomplete items, actions required to complete those items, anticipated completion dates for these actions and an estimated date for final inspection. The Contractor shall submit the report to the RVO who will coordinate its review by the regulators.

**3.7.2 Final Inspection Report.** The final inspection report shall be prepared by the Contractor after the completion of the remedial action and acceptance of the final inspection. The report shall contain certification by a professional engineer that the remedial action has been implemented in accordance with the ROD and the final design. The Contractor shall submit the report to the RVO who will coordinate its review by the regulators.

**3.7.3 Remedial Action Report.** The remedial action report will be prepared at the completion of the ROD remedy. This report will contain the following information: introduction; chronology of events; performance standards and cleanup goals met; description of the QA/QC procedures followed; description of construction activities; final inspection documentation; certification that the final remedy is operational and functional; discussion of operations and maintenance requirements and summary of project costs. This report provides the documentation and justification for the EPA to write the Preliminary Closeout Report (PCOR) and the Final Closeout Report (FCOR). This latter report is required to delete the RMA from the National Priorities List (NPL).

### **3.8 Safety**

Safety performance is a major prerequisite for this contract and it must be a core value of the Contractor that is ingrained throughout its organization. This core value must also flow down to all subcontractors. There shall be no difference between the contractor's corporate safety philosophy and the actual safety performance practiced by each employee in the field.

### **3.9 Contractor Incentive Plan**

The Contractor shall develop an incentive plan to be negotiated with the government after contract award. The incentive award plan will be the basis for determining earned award fee for the Contractor. The incentive award plan will encompass multiple incentives designed to improve performance in at least the following five evaluation categories: Safety, quality, schedule, management, and cost. When the Contractor achieves outstanding results in all incentive areas the maximum award fee will be given. Other significant incentive categories can also be proposed based upon the offeror's previous experience and/or specialized application to the RMA remedy.

**TABLE OF DELIVERABLES**

<b>Deliverable</b>	<b>Reference</b>	<b>Frequency</b>	<b>Distribution</b>
Management Plan	2.1.2	One Time With Annual Updates	Contracting Officer
Design SOW	3.1	Per Implementation Project	RVO & RMA Committee
Concept Design	3.1	Per Implementation Project	RVO & RMA Committee
Interim Design	3.1	Per Implementation Project - at direction of RVO	RVO & RMA Committee
Draft Final Design	3.1	Per Implementation Project	RVO & RMA Committee
Final Design	3.1	Per Implementation Project	RVO & RMA Committee
Project Implementation Schedule	3.1	Per Implementation Project	RVO & RMA Committee
Construction Cost Estimate	3.1	Per Implementation Project	RVO & RMA Committee
Subcontracting Implementation Plan	3.2	Annually	Contracting Officer
Implementation Plan	3.4	Continual	RVO
RDIS Draft Revision	3.5.1	Every Six Months	RVO
RDIS Final Revision	3.5.1	Annually	RVO & RMA Committee
Cost Report	3.5.3	Monthly	RVO
Annual Work Plan	3.5.4 & 3.6	Annually	RVO
Out Years Budget	3.5.4	Annually	RVO

**TABLE OF DELIVERABLES, con't**

<b>Deliverable</b>	<b>Reference</b>	<b>Frequency</b>	<b>Distribution</b>
Meeting record	3.5.5	As Required	Meeting Participants
Pre-final Inspection Report	3.7.1	Per Implementation Project	RVO & RMA Committee
Final Inspection Report	3.7.2	Per Implementation Project	RVO & RMA Committee
Remedial Action Report	3.7.3	One Time	RVO & RMA Committee
Incentive Plan	3.9	Annually	Contracting Officer

**ATTACHMENT NUMBER 04**

**REMEDIATION VENTURE OFFICE STRUCTURE**

**DAAM02-96-R-0016**



## REMEDIATION VENTURE OFFICE (RVO)

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### I. Structure/Mission.

The Remediation Venture Office (RVO) is an organization of representatives from the U.S. Army Program Manager Rocky Mountain Arsenal Remediation (PMRMAR), Shell Oil Company, and the U.S. Fish and Wildlife Service (USFWS) working cooperatively to achieve the mission of the RVO. The U.S. Army Program Manager is the Venture Manager for the RVO.

The mission of the RVO is to plan and implement the remediation of the Rocky Mountain Arsenal (RMA) as defined in the Record of Decision (ROD) and to transition the RMA to the Rocky Mountain Arsenal Refuge. The RVO is responsible for overall programmatic management; including quality assurance, regulatory compliance, fiscal oversight, and community involvement.

This RVO management approach consisting of a combined management organization (Army/Shell/USFWS) together with an integrating program manager contractor (PMC) will improve program effectiveness, efficiency, and timeliness.

### II. Functions and Authority.

A. Senior Management Group (SMG). Senior management representatives who provide policy, and public outreach guidance for program implementation. The U.S. Army Program Manager (Venture Manager) has ultimate and final decision making authority for the RVO. The SMG chartered the Program Integration Team (PIT) to provide integrated leadership for the safe and efficient cleanup of the Rocky Mountain Arsenal and transition to the Refuge.

B. Program Integration Team (PIT). Senior technical managers responsible for establishing policies and strategies, and coordination and prioritization decisions for implementation of the remediation program and transition to the Wildlife Refuge. The PIT charts and monitors focused project teams for the implementation of the remedy and establish general or specific performance goals and expectations. Individual PIT members act in the role of sponsors to PIT commissioned teams and as area business managers for their respective areas of responsibility.

III. Program Support Manager. Supervise and direct the functional area managers which comprise this team. Is responsible for providing the basic functions required to support all remedy activities as identified by the PIT. Continually seeks, identifies and implements methods for providing quality, cost effective support systems. Business areas of responsibility include the following: Information Systems, Analytical Systems, Treatment Systems, Infrastructure Systems, and Public Relations.

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A. Information Systems. Provides management for this business area dealing with all aspects of automation, communication, document tracking, document storage and retrieval, and data storage and retrieval. Responsible for specialized services such as the Administrative Record and the follow-on remedy record, the RMA environmental database, and GIS systems. Also responsible for general mail service, telephone and radio communications systems.

B. Analytical Systems. Responsible for providing specialized analytical services to support all aspects of the remedy. Includes the operation of the on-site analytical laboratory and associated mobile labs, and all commercial analytical laboratory support. Provides analytical services for all media. Provides overall Quality Assurance functions to ensure the quality and utility of analytical data generated for use by all program elements. Includes responsibility for all data generation, validation and assessment functions. Responsible for all laboratory audit, contracting and assessment programs.

C. Treatment Systems. Provides management for all installed treatment systems including groundwater pump-and-treat systems, the CERCLA wastewater treatment system and other remediation systems as they are completed. Responsible for seeking, identifying and implementing cost effective methods for current and future operations of these systems. Responsible for all contract actions involving the operations of these systems. Responsible for coordination and communication with all support, remedy and refuge elements to ensure that all operations are fully integrated and coordinated.

D. Infrastructure Systems. Responsible for the overall management, maintenance, and planning associated with all infrastructure related systems as they relate to short and long-term remedy and refuge requirements. This includes all facilities, utilities, roads and grounds, dams, borrow areas and associated systems.

E. Public Outreach. Responsible to provide timely and accurate information regarding the Arsenal's remediation and transition to a national wildlife refuge. Army/USFWS/Shell will jointly develop an integrated public outreach and education program for approval by the SMG.

Public Outreach is responsible to implement the public outreach plan, manage media relations and FOIA requests, and counsel the SMG and PIT on Policies and issues that affect community awareness and support for the RVO mission.

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IV. Remedy Execution Manager. Responsible for overall management and integration of the remediation program. Ensures that remedy is fully coordinated with other portions of the RVO (i.e., Program Controls, Mitigation and Restoration, and Program Support). Works with the PMC in establishing overall strategies and goals for execution of the ROD and serves as management sponsor for reviewing progress of the remedy against cost, schedule, resource, and incentive metrics. Also serves as representatives of remedy execution on the PIT and responsible for ensuring that the remedy meets RVO strategies and goals.

A. Assistant Remedy Manager. Provides coordination and integration of activities of the Project Teams supporting remedy execution. Interacts with the teams on a regular basis to ensure that teams are functioning efficiently. Responsible for working directly with the PIT to review progress on the various aspects of the remediation program. Ensures that program decisions and/or guidance from the PIT are disseminated throughout the technical teams/staff. Works with partners to the RVO to ensure that all functional areas of the remediation program are coordinated. Serves as overall COR and COTR for PMC. Oversees the coordination of individual remediation projects with the PMC.

B. Special Projects and Monitoring. Responsible for the centralized management of the following activities: on-post and SACWSD water acquisition, unpoised water management, air monitoring programs, air pathways analysis, medical monitoring, and off-post ROD implementation. Provides initial planning direction to the PMC (or other contractors) for development of work plans, coordination with regulators, cost and schedule control, and coordination of RVO input (e.g., health and safety, mitigation and restoration, quality assurance, etc.)

C. Engineering. Responsible for the overall management, regulatory coordination, and PMC interface for all remediation projects. Provides initial planning direction to the PMC for development of work plans, cost, schedule, and design scopes of work. Works directly with the PMC Engineering design staff. Provides oversight and review of interim and final design deliverables, coordination of design deliverables with regulators, and coordination of RVO oversight (i.e. engineering construction, mitigation, restoration, reclamation, health and safety, quality assurance, and ROD compliance) during the implementation of the remediation projects.

D. Construction Coordinator. This individual will act as a key interface point between the RVO and the PMC Construction Organization. This interface is for the daily coordination of PMC construction activities across the RVO and also specifically with the RVO Project Engineers working with the PMC Construction Organization. This position is to provide the PMC with a single point interface, where construction issues, problems or concerns can be expedited for resolution across the RVO disciplines. The Construction Coordinator will also be responsible for monitoring

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the following key areas in the daily construction activities, Safety, Security, and PMC Subcontract administration.

V. Program Controls Manager. Responsible for monitoring overall remedy progress and performance, establishing and maintaining programmatic controls, ensuring the program remains within control parameters, developing a progress measurement system, and reporting problems, progress, milestones, and achievements. Program controls includes financial systems, scheduling, performance tracking, health and safety oversight, quality assurance, ROD compliance, environmental compliance, and other audit, monitoring, and reporting aspects of maintaining progress and control over the overall program.

A. Health and Safety. Directs, controls, and coordinates health and safety requirements of the workforce, including RVO, CBDCOM-West, Shell, USFWS, PMC, and other contractor and government agency personnel, in the conduct of their daily remediation and support efforts. Responsible for maintaining a safe and healthy work environment, in such diverse areas as medical surveillance, field operations, occupational health, industrial hygiene, emergency medical procedures, first response coordination, access coordination, and fire prevention.

B. ROD Compliance. Responsible for ensuring that the remedy as performed meets all requirements and intents of the ROD for both the On-post and Off-post Operable Units. This function includes (1) overall programmatic quality assurance, which requires independent auditing, monitoring, and validation of operating procedures, development of standards (ANSI and ISO) and operating procedures, performance tracking criteria development, and process improvement initiatives; (2) environmental compliance of all operations occurring on RMA, both remedy and support related; and (3) project controls development and oversight, including project schedule, cost and performance tracking, evaluation, reporting, and trouble shooting.

C. Finance and Accounting. Responsible for maintaining fiscal control over all aspects of the program. Develops and utilizes accounting systems to track funds and expenditures cradle-to-grave. Oversees, directs, and controls finances for the Army component of the RVO, and monitors other RVO fiscal elements, while closely working with the contracting function in administering the personnel management program. In addition, this function manages, controls, and directs independent team maintaining the Central Repository, which interprets and implements the Shell/Army Financial Manual, responsible for the cost claim and fund flow process between the Army and Shell.

VI. Fish and Wildlife Remediation. Provides oversight and technical support to integrate all remedial functions with USFW concerns and biological issues at the Arsenal. Ensures that the protection and restoration of biological resources are an integral part of remediation.

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A. Restoration/Mitigation. Evaluates, plans and initiates restoration and revegetation efforts needed for mitigation of past, present, and future remediation activities. Ensures that these efforts maximize benefits while complying with future land use plans as a National Wildlife Refuge.

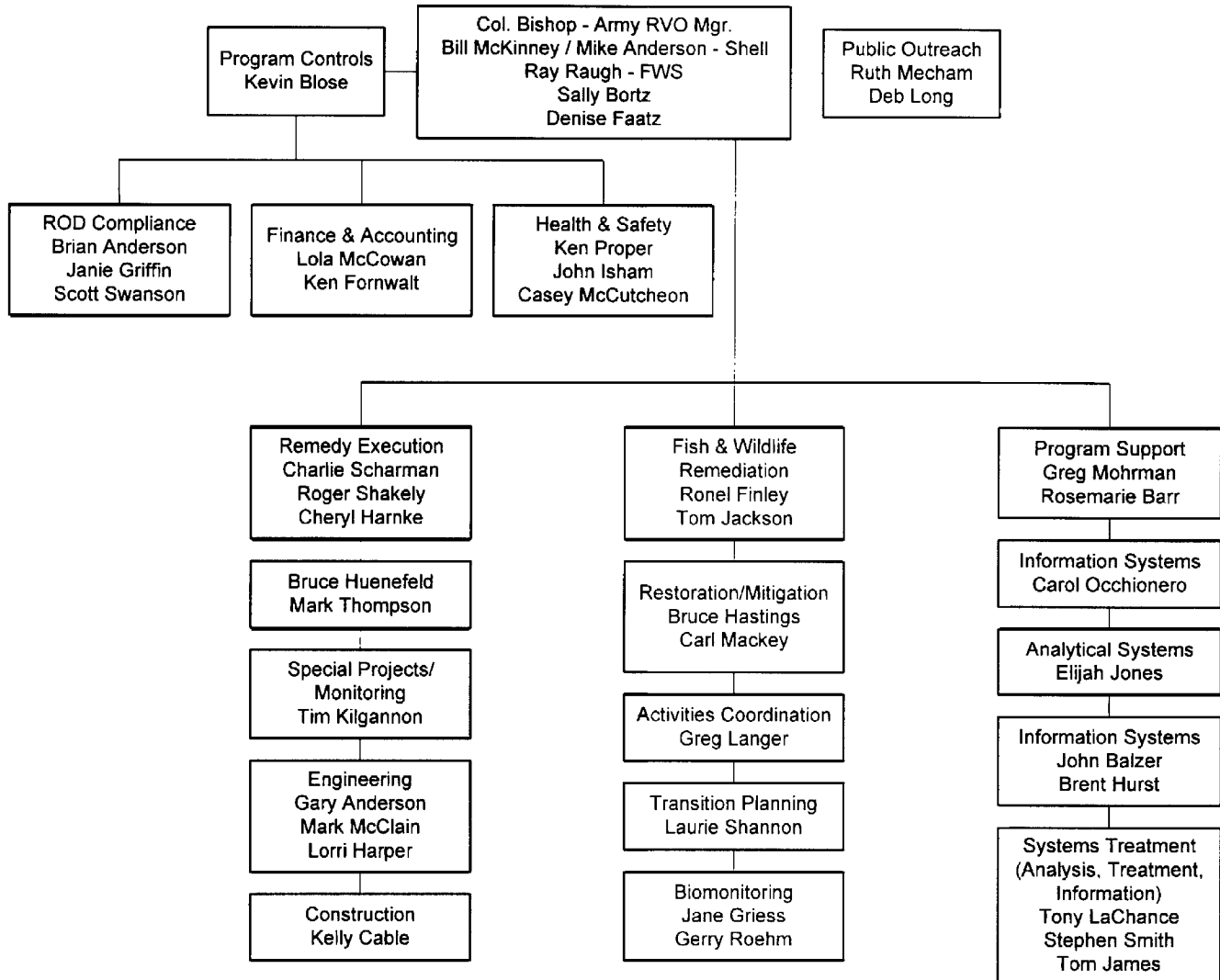
B. Activities Coordination. Coordinates all on-the-ground activities at RMA to provide efficient and timely access to the site in support of the remedy and related work. Provides customer friendly access that is protective of natural resources on and near the site.

C. Transition Planning. Produces plans and specifications to help remedial designs and remedial actions achieve a timely, cost effective, and seamless transition to the future National Wildlife Refuge. Anticipates and provides plan details of opportunities where the remedy can protect and restore natural resources with minimal changes in cost, timeliness, or technical requirements.

D. Biomonitoring. Conducts studies and evaluates effects of both contaminants and remediation on biota and supportive habitats. Monitors the efficacy of remedial actions throughout implementation of the remedy.

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## REMEDIATION VENTURE OFFICE (RVO)



**ATTACHMENT NUMBER 05**  
**SITE-WIDE IMPLEMENTATION PLAN**  
**(PREVIOUSLY DISTRIBUTED)**

**DAAM02-96-R-0016**

**ATTACHMENT NUMBER 06**

**FISH & WILDLIFE COMPREHENSIVE MANAGEMENT**

**(PREVIOUSLY DISTRIBUTED)**

**DAAM02-96-R-0016**



**ATTACHMENT NUMBER 07**  
**RECORD OF DECISION**  
**(PREVIOUSLY DISTRIBUTED)**

**DAAM02-96-R-0016**

**ATTACHMENT NUMBER 09**

**GOVERNMENT FURNISHED PROPERTY**

**DAAM02-96-R-0016**

## **GOVERNMENT FURNISHED PROPERTY AND SERVICES**

In accordance with the Government Furnished Property clause, this list delineates the property and services which will be made available to the Contractor for PMC functions. In addition, property and services may be available for specific remediation projects.

### **The Government will furnish the following:**

**Office Space**

**Office Furnishings**

**Convenience copiers**

**Printing Requirements.** All print jobs exceeding a total of 25 pages should be accomplished by the Defense Printing Service. Requests for this service must be coordinated with the Information Systems Manager.

**Field radios and maintenance**

**Federal Express services from Rocky Mountain Arsenal**

**Vehicles for PMC administrative operations: Pickup trucks and passenger vehicles**

**Fuel and maintenance for government provided vehicles**

**Telephone Service.** The Government will provide, at no cost to the contractor, telephone and data communications services and equipment required for performance of this contract. All Government requirements and restrictions concerning utilization of Government telecommunications services, as set forth in AR 25-1, DA Pamphlet 25-1-1, AR 380-53, and local PMRMA policies and procedures, are applicable under this contract.

**Telephone Instruments.** Individual telephone instruments will be provided for use by the contractor staff as determined by the COR.

**Telephone and Data Lines.** Both local and toll distance service required by the contractor to conduct official Government business under the contract will be provided by the Government at no charge to the contractor. Routine and extensive use of telephones for personal, non-emergency calls may result in termination of Government provided, off-post services.

**Telephone Printouts.** A monthly printout listing the toll calls placed from those telephone

numbers assigned to the contractor shall be provided by the Government. Contractor shall review the monthly lists of long distance calls and provide written certification that all calls, as indicated thereon, were made for official use only. The contractor shall indicate all unofficial calls made, or those made that were not for performance of work under the contract. This certification shall be returned to the COR within three (3) working days after receipt by the project manager. Charges for calls other than official Government business will be at the prevailing commercial rate and will be deducted from payments due the contractor.

**PMRMA SYSTEMS ENVIRONMENT.** The PMRMA has an existing Automated Data Processing (ADP) environment with which the contractor is required to be compatible.

**PMRMA Hardware Environment.** No hardware will be provided, but the basic contractor-provided office automation hardware platform at the Arsenal should meet the following criteria:

- Pentium Processor
- 16 Megabytes RAM
- 1.0 gigabyte hard drive

Hardware should be capable of running Windows 95 and/or Windows NT operating systems.

**PMRMA Office Automation Software.** The office automation software includes Microsoft Windows NT, Lotus 123, Word Perfect, Harvard Graphics, Access, CC:Mail, and Lotus Organizer. All applications run in a Windows environment.

**PMRMA Local Area Network (LAN).** Connectivity and access to the PMRMA LAN will be provided at no cost to the contractor to approved, authorized, contractor employees. Request for connection must be approved by the COR and the Information Systems Manager.

**Electronic Mail.** Lotus CC:Mail is used for local (campus-wide) mail, and a gateway is used to interface CC:Mail to SMTP mail for exchange with other Internet SMTP mail users. For data communications outside the Arsenal, the network has Internet access through the Defense Data Network (DDN). This service will be made available to the contractor upon approval by the COR and the Information Systems Manager.

**Automated Maintenance/Tracking System.** The Arsenal currently uses MP2 which is a fully functional, automated maintenance/tracking system. This software generates work order requests, tracks inventory from purchase through work order assignment, tracks labor hours and provides timekeeping functions. Although not required, this software will be made available to the contractor upon approval by the COR and the Information Systems Manager.

**PMRMA Environmental Database (EDB)** A large amount of data has been assembled relating to clean-up activities at the Arsenal. This data resides in the PMRMA EDB and consists of four (4) elements: an environmental database management system (DBMS) based on the Installation

Restoration Data Management Information System (IRDMIS) designed and maintained by United States Army Toxic and Hazardous Materials Agency (USATHAMA); laboratory data produced from the testing of water, soil, biota, and air samples; data analysis packages (printouts and related documentation) supporting the data in the EDB; and Quality Assurance/Quality Control letters that certify the acceptability level of each laboratory sample report. This service will be made available to the contractor upon approval by the COR and the Information Systems Manager.

**Graphical Information System (GIS)** At Rocky Mountain Arsenal, ARC/Info is used for GIS functions to generate base maps, maps of contamination plumes, surface contours, etc. A collection of map images has been established which can be called up by all users on the network to produce custom maps. Specialized programs have been written in "C" and Windows to serve as a Graphical User Interface (GUI) to the Environmental Database. A combination of computer graphics and menus are used to guide the user through a data query. In addition to the ARC/Info, an interactive surface and three-dimensional volume modeling program, Dynamic Graphics, is being used. This software is useful in demonstrating the shape, size, concentration, and movement of contamination plumes. This service will be made available to the contractor upon approval by the COR and the Information Systems Manager.

**GIS Centralized Map Production** A centralized map production facility tied to the PMRMA Environmental Database provides the official data set which is used for map production. This service will be made available to the contractor upon approval by the COR and the Information Systems Manager.